AI-35121 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Acceptance of the resignation of Cain Caceres from the South Texas Independent School District Board of Directors

2. Appointment of at large members to the South Texas Independent School District Board of Directors

BACKGROUND

Attachments

letter

resignation letter

STC Acceptance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/05/2012 03:21 PM
Roland Garcia	Rolando Garcia	11/09/2012 11:17 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: SANDRA DELEON Started On: 11/05/2012 01:52 PM

Final Approval Date: 11/09/2012

SOUTH TEXAS
Independent School District

South Texas Academy for Medical Professions
South Texas Business, Education & Technology Academy
South Texas High School for Health Professions
South Texas Preparatory Academy
The Science Academy of South Texas

100 Med High Dr. • Mercedes, TX 78570
Phone: (956) 565-2454 • Fax: (956) 565-4639

June 20, 2012

RECEIVED
JUL 23 2012
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, Texas 78540

Dear Judge Garcia,

As per the letter sent to you dated February 16, 2012 advising you that according to the 2010 Census data, the South Texas Independent School District Board of Directors gained two additional at-large positions to be appointed by you before November, 2012.

In addition, the term of office for three South Texas Independent School District directors presently serving an at-large position for Hidalgo County runs until the first Tuesday in November or November 6, 2012.

Title 2 of the Texas Education Code, §26.34 (b) (as continued in effect by Texas Education code 11.301) entitled "Subsequent Selection of Directors," specifically addresses your responsibility regarding the selection of at-large directors:

> *(b) At the expiration of the term of office of each director at-large, the county judge of the county from which the director was appointed must appoint his successor.*

The at large positions for which you must appoint a director two are new positions that need to be filled and three are currently held by the following:

- Sylvia Sanchez Garza from Edinburg. She currently serves on the Buildings & Grounds Committee, has achieved the required board member training and has attended 84% of the board meetings for the last four years.

- Yolanda Cuellar from Progreso Lakes. She currently serves on the Policy & Curriculum Committee, has achieved the required board member training and has attended 79% of the board meetings for the last four years.

- Cain Caceres from Elsa. He currently serves in the Finance Committee, he has not achieved the required board member training and has attended only 43% of the board meetings in the last four years.

Please feel free to call me at 956/514-4216 should you have questions about this process. Also for your convenience, please find directory information for board members in the event you need to contact the president or an incumbent director. I will need to know of your appointment early in November so those beginning new terms may be sworn in at the November 27, 2012 board meeting.

Sincerely,

Marla M. Guerra, Ed.D.
Superintendent of Schools

C: Homero Garcia, Board President

Enclosure: Board Member Directory

October 23, 2012

Honorable Judge Ramon Garcia
Hidalgo County
1615 S. Closner
Suite J
Edinburg, Texas 78539

Honorable Judge Garcia ;

It has been an honor serving the constituency of Hidalgo County as a school board member of South Texas ISD. I regret to inform you that due to my current medical condition I am unable to continue serving the district in that capacity. I hope and pray that you can pardon me for this ill-fated circumstance.

I want to thank you for your judgment of my abilities and knowledge, in giving me the opportunity to serve the school district. I have proudly represented your appointment of me to this board and done to the best of my ability a service to symbolize your advocacy for education.

The composition of the South Texas ISD School Board of one of great knowledge, professionalism, experience and love of education. Its administrative staff, educators and employees are of the best the state of Texas has to offer.

I wish the district continued great success in its future endeavors and once again thank you.

Sincerely,

_____
Cain Caceres

Cc: Dr. Marla Guerra
South Texas ISD

SOUTH TEXAS
Independent School District

South Texas Academy for Medical Professions
South Texas Business, Education & Technology Academy
South Texas High School for Health Professions
South Texas Preparatory Academy
The Science Academy of South Texas

100 Med High Dr. • Mercedes, TX 78570
Phone: (956) 565-2454 • Fax: (956) 565-4639

November 5, 2012

Mr. Cain Caceres
537 Anderson Rd.
Donna, Texas 78537

Dear Mr. Caceres,

The South Texas Independent School District's Board of Directors regretfully accepts your resignation. On behalf of our entire STISD community, we thank you for your eight years of dedicated service to the district. You have been a strong supporter and contributor to the success of South Texas ISD.

Your professionalism, knowledge and commitment to education have been valuable in helping us move STISD forward. Your passion for always making decisions based on what is best for the students is much appreciated.

Please accept our sincerest best wishes for your recovery.

Respectfully,

Marla M. Guerra, Ed.D.
Superintendent of Schools

MMG:ser

C: Homero Garcia, Board President

AI-35203 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martin Ramirez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Requesting authorization for Comm. Joseph Palacios' signature on a Delegation of Responsible Official Form to allow County Environmental Compliance Coordinator to submit required reports to TCEQ for Pct. 4 Air Curtain Incinerator.

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2012 03:27 PM
Manuel Chapa	Manuel Chapa	11/08/2012 04:27 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/08/2012 02:58 PM

Final Approval Date: 11/09/2012

Form OP-DEL
Delegation of Responsible Official Authority
Federal Operating Permit Program

A Responsible Official (RO) representing a corporation or military base may choose to delegate signature authority to a Duly Authorized Representative (DAR). Such delegation may be made to an individual that has responsibility for the overall operation of one or more manufacturing, production, or operating facilities applying for, or subject to, a federal operating permit. This Form OP-DEL must bear the original signature of the RO and the DAR. Electronic submittals of this form will not be accepted by the Texas Commission on Environmental Quality (TCEQ). After the initial permit application submittal, if there is a new delegation or information change for the RO, Designated Representative (DR), or Alternate Designated Representative (ADR), include a completed Form OP-CRO2 (Change of Responsible Official) with the next submittal to the TCEQ.

I. IDENTIFYING INFORMATION		
A. Account No.: N/A	B. RN: 106369697	C. CN: 600753990
D. Permit No.: GOP Permit Number 3527		
E. Area Name: 6055 E. Davis Road, Edinburg, Hidalgo County		
F. Company Name: Hidalgo County		
G. Action Type: ☑ New DAR Identification	❑ Administrative Information Change	

II. DULY AUTHORIZED REPRESENTATIVE INFORMATION		
A. Name: (✓ Mr. __ Mrs. __ Ms. __ Dr.) Martin Ramirez		
B. Title: Environmental Compliance Coordinator	C. Delegation Effective Date: 11/13/2012	
D. Telephone: (956) 318-2840	E. Fax: (956) 318-2844	
F. Mailing Address: 100 E. Cano St.		
City: Edinburg	State: TX	Zip Code: 78539
G. Delivery Address: 100 E. Cano St.		
City: Edinburg	State: TX	Zip Code: 78539

III. CERTIFICATION OF TRUTH, ACCURACY, AND COMPLETENESS

I, Joseph Palacios, certify that, based on information and belief formed after reasonable inquiry, the statements and information stated above are true, accurate, and complete.
(RO or DAR name printed or typed)

Responsible Official Signature: _____ Signature Date: _____

Title: Hidalgo County Precinct 4 Commissioner

Duly Authorized Representative Signature: _____ Signature Date: _____

Title: Hidalgo County Environmental Compliance Coordinator

AI-35119 **Comm. Court Executive Office 6. D.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request permission by the Edinburg Chamber of Commerce to use the county square for the Night of Lights Parade on Saturday, December 1, 2012 (evening)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

ins

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/05/2012 01:02 PM
Erika Zamora	Erika Zamora	11/09/2012 11:41 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/05/2012 11:25 AM

Final Approval Date: 11/09/2012

Certificate of Insurance

This certifies that

- [x] **State Farm Fire and Casualty Company,** Bloomington, Illinois
- [ ] **State Farm General Insurance Company,** Bloomington, Illinois
- [ ] **State Farm Fire and Casualty Company,** Aurora, Ontario
- [ ] **State Farm Florida Insurance Company,** Winter Haven, Florida
- [ ] **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder

Location of operations **602 W. UNIVERSITY, EDINBURG, TXX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)
90-KK-5536-8 L	Comprehensive Business Liability	11/17/2012	11/17/2013	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury			Each Occurrence $ 1,000,000.00 General Aggregate $ 2,000,000.00 Product - Completed Operations Aggregate $ 2,000,000.00
Policy Number	EXCESS LIABILITY	**Policy Period Effective Date**	**Policy Period Expiration Date**	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	☐ Umbrella ☐ Other			Each Occurrence $ Aggregate $
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory
	Workers' Compensation and Employers Liability			Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

ADDITIONAL INSURED:

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG, TX 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT **11/05/12**
Title Date

SAM SALDIVAR
Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp
Agent Code **53/8259**
AFO Code **F116**

1001260

106399.10 08-25-2009

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 31, 2012

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Saturday, December 1st for the disbandment of the parade. The participants will start lining up at 4:30 p.m. at the University of Texas Pan American Parking Lot C. The parade is scheduled to begin at 6:30 p.m. and end at approximately 9:00 p.m.

Thank you in advance for your cooperation and for your continued support throughout the years. I am also attaching the certificate of liability insurance. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

AI-34750 **Comm. Court Executive Office 6. E.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation on delinquent tax collection report by Perdue, Brandon, Fielder, Collins & Mott, LLP in Association with the Law Offices of John David Franz.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

wording

Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/15/2012 10:52 AM
Perla Lopez	Perla Lopez	11/08/2012 02:40 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 10/15/2012 10:20 AM

Final Approval Date: 11/09/2012

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

November 6, 2012

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Bus. Hwy. 281
Edinburg, TX 78539

Dear Ms. Badillo:

Our firm would like to be placed on the agenda for the Hidalgo County Commissioners Court Regular Meeting scheduled for November 13, 2012.

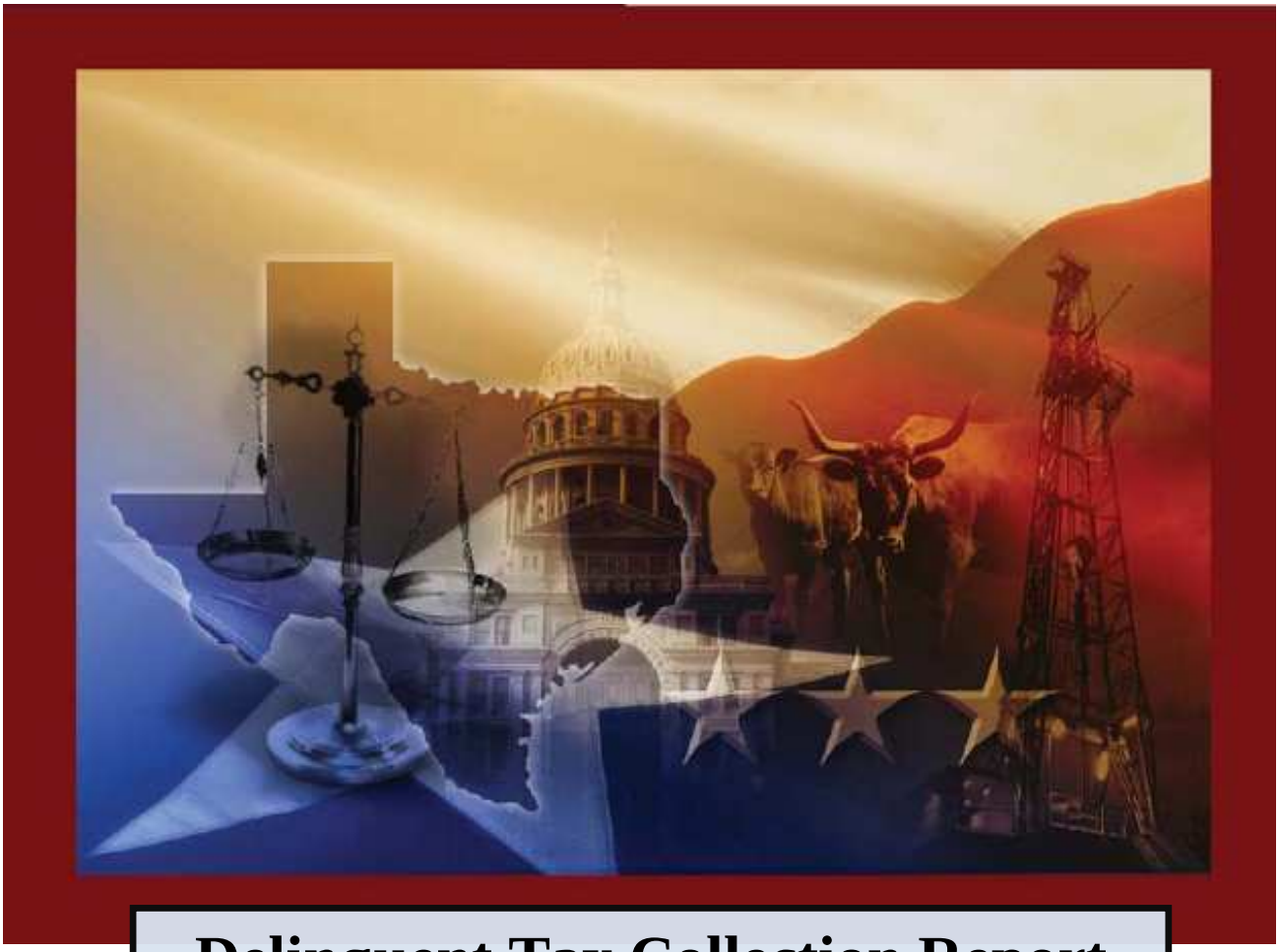
The agenda item is as follows:

Presentation on delinquent tax collection report by Perdue, Brandon, Fielder, Collins & Mott, LLP in Association with the Law Offices of John David Franz.

If you have any questions, please feel free to contact me.

Sincerely,

Romeo Cantu
Communications Director/Litigation Manager
Perdue, Brandon, Fielder, Collins & Mott LLP
in Association with the Law Offices of John David Franz
400 N. McColl, Suite A
McAllen, TX 78501
(956) 631-4026 ext. 136



Delinquent Tax Collection Report for Hidalgo County

for the period of July 2011 – June 2012

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

November 7, 2012

Hidalgo County
Honorable, Ramon Garcia, County Judge
Mr. Joel Quintanilla, County Commissioner, Precinct 1
Mr. Hector "Tito" Palacios, County Commissioner, Precinct 2
Mr. Jose M. Flores, County Commissioner, Precinct 3
Mr. Joseph Palacios, County Commissioner, Precinct 4
1615 S. Closner, Suite J
Edinburg, TX 78539

RE:	**DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD OF JULY 1, 2011 THROUGH JUNE 30, 2012**

Dear Judge Garcia and Commissioners:

The following is a brief overview of the collection activities at Perdue, Brandon, Fielder, Collins and Mott, L.L.P., in Association with the Law Offices of John David Franz for **Hidalgo County** for delinquent tax collections for the 2011-2012 fiscal year.

PRE-LITIGATION ACTIVITIES

PHONE CONTACTS

Hidalgo County's delinquent tax program is designed with an emphasis on working with the taxpayers to resolve their tax problems. Our *Call Center* personnel conduct address and phone number research so that actual personal contact can be made with the taxpayer. Our team of professional and courteous phone staff has handled **80,334** phone calls involving the County's accounts during this reporting period.

MAILINGS

The Hidalgo County delinquent tax program includes mailed, bi-lingual notices informing the taxpayer of his delinquency. During this reporting period, our Firm has mailed out **142,164** separate ***Notices of Delinquency.*** This is in addition to the ***Specialized Notices*** generated from our McAllen office. Our mass mailings are coordinated with the Tax Office and are staggered in order to help avoid overwhelming the Tax Office with too many taxpayers at one time. The expense of mailing and postage is paid by our Firm.

THE EXTRA STEP

When correspondence comes back to our office indicating "Bad Address," our staff takes the extra step of conducting our own address research. Our staff reviews returned mail and separates the "bad address" letters. The letters returned for bad address are assigned to our address research team for additional investigation. When a new address is identified, we then follow up with a second letter to the new address. Since July 1, 2011, this team has located new addresses for **18,544** taxpayers.

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in Hidalgo County's delinquent tax collection program. During this reporting period, our staff has conducted **1,846** property inspections/personal visits in the County. Our staff of professional and courteous Field Inspectors is trained to inform taxpayers of payment options and/or deferrals they may be eligible to receive.

PAYMENT AGREEMENTS

During this reporting period, our staff located and entered into payment agreements with **622** delinquent taxpayers involving **$1,034,102** in base tax owed to Hidalgo County.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our Firm actively pursues litigation. During this reporting period, our Firm has filed **3,002 Original Petitions/Interventions** involving claims, totaling more than **$10,678,872** in base tax on behalf of the County**.**

However, our Firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary and substantial expenses that it imposes on taxpayers without providing a benefit to the taxing entities. Our Firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the County while being compassionate to the economically disadvantaged.

TAX SALES & TAX RESALES

TAX SALES

Our Firm's commitment in working with taxpayers towards a resolution of their tax problems is evident in the way we handle our tax sales. We formulate a list of potential properties that are ready to be placed in the tax sale. Our Tax Sales Department and Litigation Department work with these taxpayers to make payment arrangements prior to the tax sale, resulting in a savings of approximately $900 per property for the taxpayer.

During this reporting period, **425** properties were identified as potential properties for the tax sale. However, **348** were removed from the list because the taxpayers either paid in full, made payment arrangements, filed for bankruptcy, received a deferral or because additional research was required before the tax sale could proceed.

The following is a breakdown of the results of the **77** properties that were posted for tax sale during this reporting period and the amount the County received.

Sold	21	$38,412.17
Payment Agreement	34	$93,249.98
Struck Off Properties	20	$76,921.28
Deferral	2	$14,054.22

TAX RESALES

If there are no bidders on the property during a Tax Sale, it is then "struck off" to the taxing entity in trust for all participating taxing entities. It is not uncommon for taxing entities to acquire title to properties to be held in trust for all taxing entities that were in the delinquent tax lawsuit. The taxing entity does not want the property, but merely the taxes due on it, or to have the property in the hands of a person who will pay the taxes. ***A Public Sheriff's Tax Resale is a tool we use to assist our clients in accomplishing this goal.***

Perdue Brandon has extensive experience in reselling properties that our clients hold in trust for themselves and other entities. It is our policy to place these properties back on the tax rolls in a revenue producing capacity as quickly as possible. Our policy is to provide this service with the degree of interaction that the County desires. We use all legal avenues to turn a tax liability into a tax paying property. Any costs associated with this service that are not covered by the sale are borne by Perdue Brandon.

Property acquired at a tax sale by being "struck off" can be resold at a subsequent sale. Frequently, however, if the property did not sell the first time, it will not sell at a "full price resale." We have worked with several of our clients in reselling property for less than the full amount due. This takes coordination from the Tax Office, attorneys and governing body of the taxing unit.

During this reporting period, **39** properties were identified and posted for the Public Sheriff's Tax Resale and **20** of these properties sold. The following is a breakdown of the results of the tax resale during this reporting period and the amount the County received.

Sold	20	$34,316.78

FEDERAL COURT REPRESENTATION

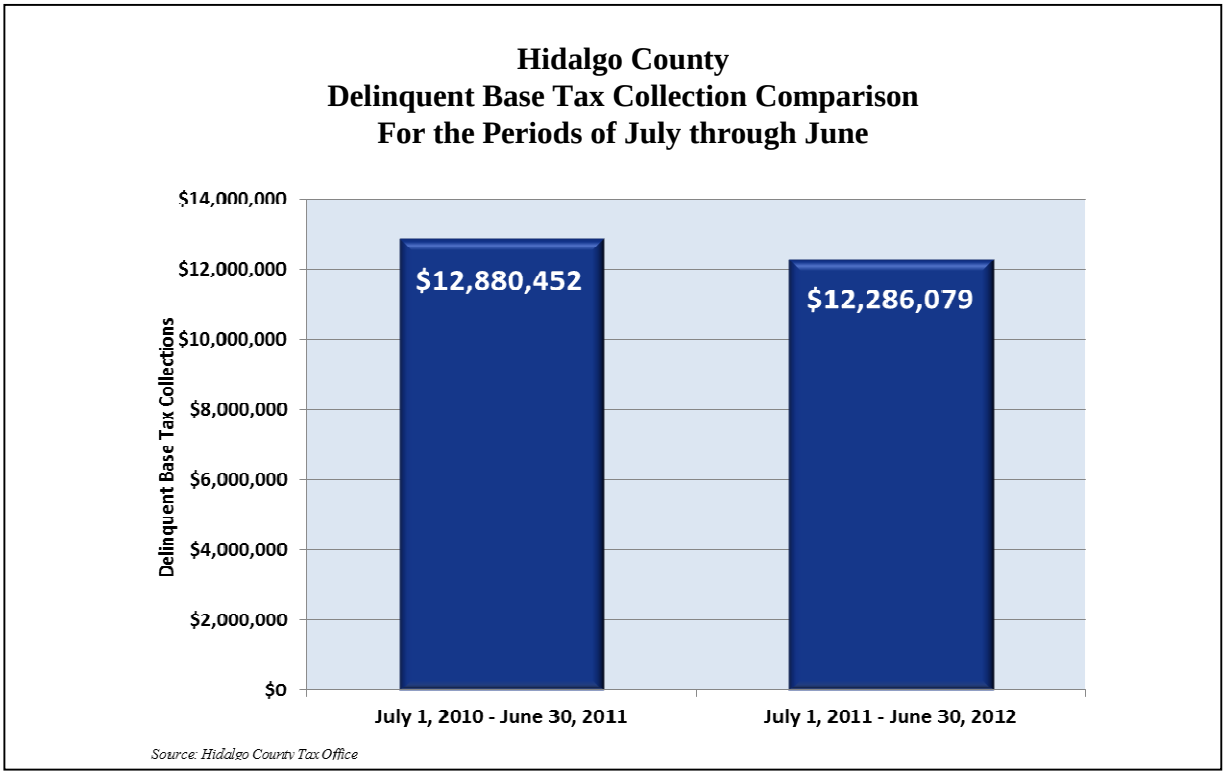
BANKRUPTCY

During this reporting period, our Firm has filed **215** new Proofs of Claim, involving more than **$311,588** in base delinquent tax, in Federal Bankruptcy Court on behalf of Hidalgo County**,** and we continue monitoring existing bankruptcy cases.

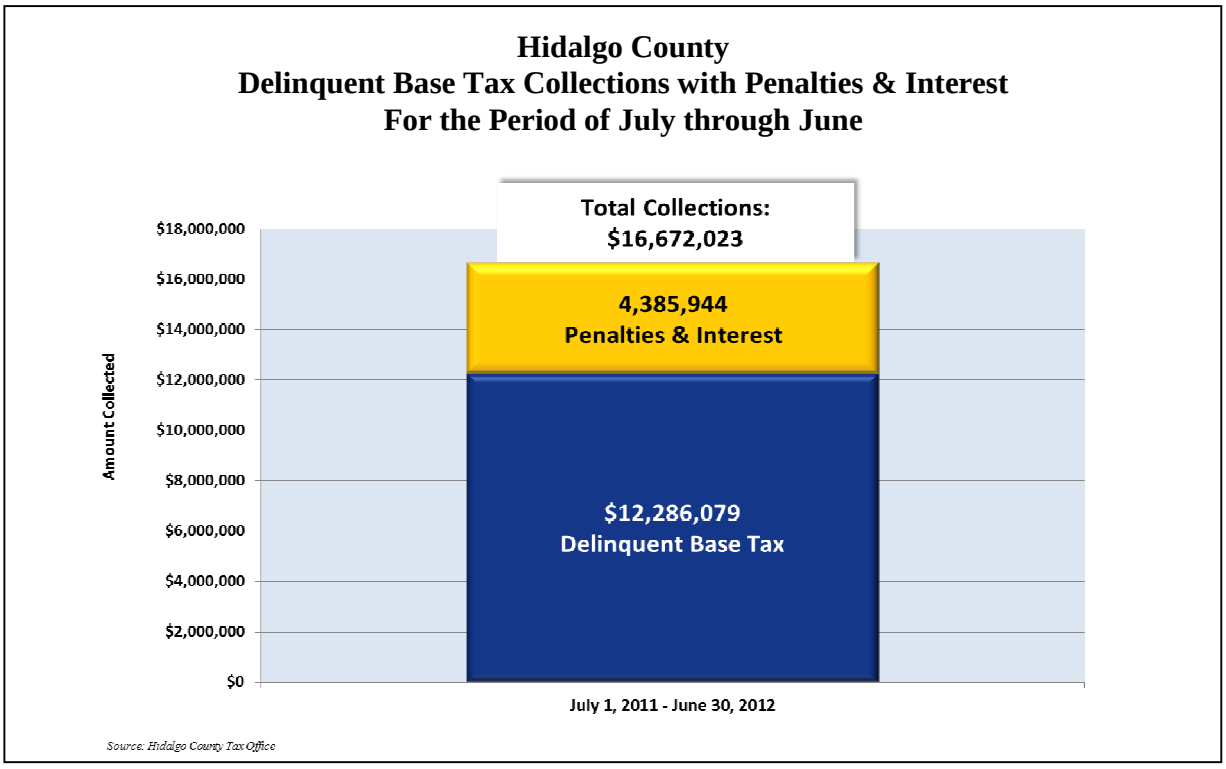
COLLECTION COMPARISON

As you know, all of our efforts are directed towards the goal of maximizing collections for Hidalgo County**.** We are pleased to announce that our efforts have resulted in collections of **$12,286,079** delinquent base tax for this reporting period. This is a decrease in collections of **$594,373** delinquent base tax as compared to the same reporting period last year**.**

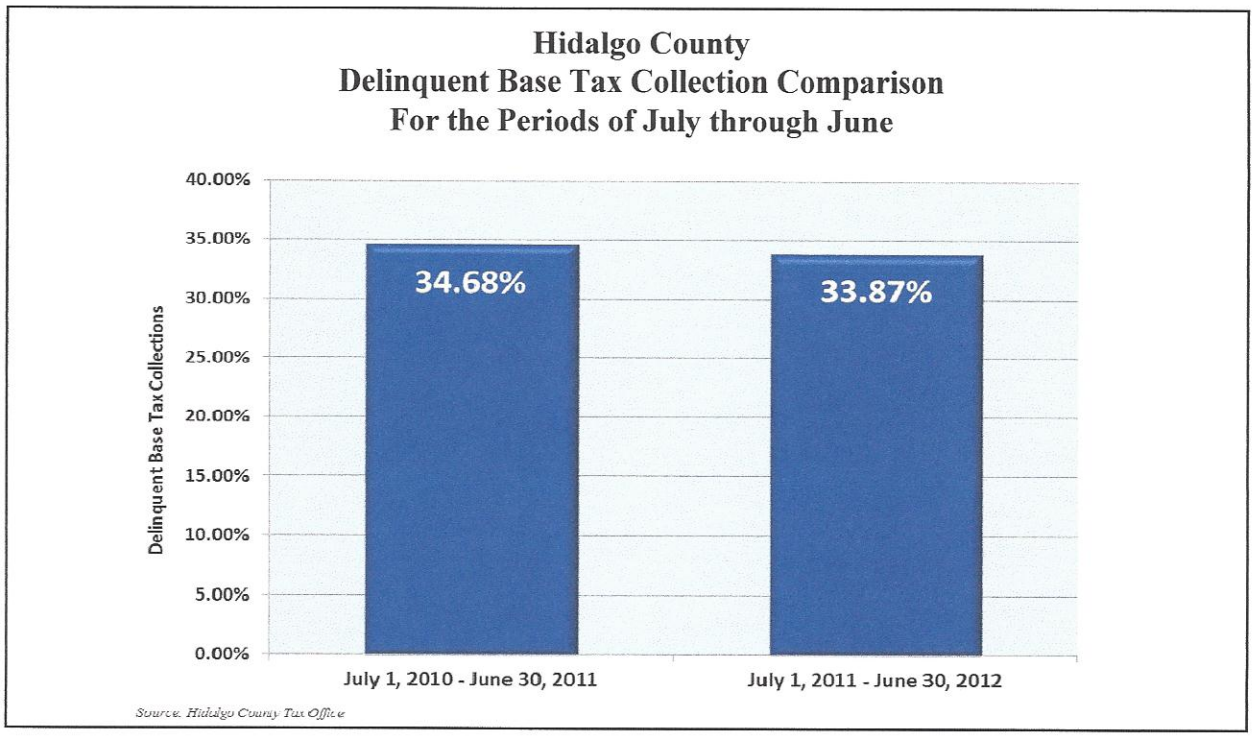
The following chart compares base tax collection from July 2011 through June 2012 with the same time period of your previous fiscal year.



In addition to the $12,286,079 in base tax, our Firm has collected **$4,385,944** in penalties and interest for Hidalgo County during this reporting period for a total of **$16,672,023**. The following graph illustrates the County's total delinquent tax collections.



The following graph compares the percentage of base tax collected from July 2011 through June 2012 with the same time period of your previous fiscal year. As you can see, there was a slight decrease in the collection rate of just **0.81%**.



Our Firm looks forward to assisting **Hidalgo County** in its delinquent tax collection efforts and encourages any feedback and recommendations. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
in Association with the
Law Offices of John David Franz

John David Franz
Co-Managing Attorney

AI-35185 **Comm. Court Executive Office 6. F.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Eddie Olivarez/Aleida **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Health & Human Services:
Requesting permission to advertise/hire for the following:

Slot no.	Position Title	Grade
0006	Health Inspector II	9

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Budgetary Impact. Funds budgeted within slot.

Attachments

req and job desc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 05:00 PM
Human Resources	Sylvia Rios	11/08/2012 02:25 PM
Budget & Management	Merlen P. Munoz	11/08/2012 03:22 PM
Sylvia Solis	Sylvia Solis	11/08/2012 04:07 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/07/2012 04:50 PM

Final Approval Date: 11/09/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE HEALTH INSPECTOR II

☐ NEW POSITION OR REPLACEMENT FOR: RUFINO FARIAS EMPLOYEE NO 133825

DEPT NO 340 POSITION/SLOT NO 001-0006

ADVERTISED SALARY: 32,642.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: CENTRAL OFFICE (EDINBURG) MON. - FRI. 7:30 AM - 5:30 PM OR AS ASSIGNED

CONTACT PERSON: ELIZARDO RAMOS EXTENSION / PHONE NO: 956-383-6221

Department Head or Elected Official

11/08/12
Date

FUNDS AVAILABLE: YES X NO_____ DATE OF FUND AVAILABILITY: 11/05/12

BUDGETED SALARY, GRADE & STEP: GRADE 9 STEP 1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HEALTH INSPECTOR II

GRADE: 09

GENERAL DESCRIPTION

Performs entry-level inspection work; Work involves conducting inspections and quality assurance reviews to ensure compliance with laws, regulations, and agency policies; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Conducts inspections for compliance with Texas codes, standards, and laws and for proper display of current licenses

Makes recommendations on violations and conducts follow-up inspections

Prepares reports and maintains records

Gathers and analyzes data

May collect inspection fees

May assist in identifying the cause of violations

May assist in the administration of state licensing examinations

May train and supervise others

Comply with training and inspector guidelines resulting in additional public health requirements

Inspect non-food establishments for state compliance regarding public health issues

Expand partnership with FDA at all port of entries regarding inspection of unsanitary food products and over the counter medications

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years related experience; Graduation from a high school or equivalent; Associate degree or vocational training preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility

Skill in conducting inspections and in determining proper courses of action

Ability to prepare reports and to gather and analyze data

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-35155 **Comm. Court Executive Office 6. G.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Fire Marshal:
Requesting permission to advertise/hire for the following:

Slot No.	Position Title	Grade
0002	Deputy Fire Marshal	10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Budgetary Impact. Funds have already been budgeted within slot 0002.

Attachments

req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 01:13 PM
Human Resources	Nereida Garza	11/07/2012 02:49 PM
Budget & Management	Merlen P. Munoz	11/07/2012 03:27 PM
Sylvia Solis	Sylvia Solis	11/08/2012 08:35 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/07/2012 11:29 AM

Final Approval Date: 11/09/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
OCT 31 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Fire Marshal

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Deputy Fire Marshal / 10

☐ NEW POSITION OR REPLACEMENT FOR: Javier Garcia EMPLOYEE NO 138223

DEPT NO 300 POSITION/SLOT NO 002

ADVERTISED SALARY: #35,254 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See attached Job Description.

WORK LOCATION / HOURS: 1615 S. Closner Stett Edinburg, Tx 78539
Must be able to work hours other than 8:00 to 5:00
(on call 24 hours)

CONTACT PERSON: Juan Martinez EXTENSION / PHONE NO: 318-2656 Ext 5905

Department Head or Elected Official

10/31/12
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 10.31.12
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

cc 11/1/12

DEPUTY FIRE MARSHAL

GRADE: 10

GENERAL DESCRIPTION

Investigate fires, prepare and file cases with the District Attorney's office, and inspect County jails and businesses. Responsible for investigating fire hazards, complaints, and bomb threats in addition to teaching fire prevention and working with all fire departments in the County, paid and volunteer. Serve as Fire Marshal in his or her absence.

EXAMPLES OF WORK PERFORMED

Investigates fire/arson/explosions

Handles fire inspections and complaints

Conducts fire prevention education

Works with County, City, State and Federal Agencies

Maintains files, records and reports

Works with fire departments

Coordinates the Hidalgo County Arson Task Force

Coordinates emergency management for unincorporated areas of the County

Investigates explosions and explosive devices

Coordinates and investigates HAZMAT incidents in unincorporated areas

Coordinates weapons of mass destruction activities in unincorporated areas

Enforces State fireworks rules and inspection of firework stands

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience. Graduation from a high school or equivalent; Vocational or Special Training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations relevant to job

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to prepare reports; to communicate effectively;

Registration, Certification, or Licensure

Must be a State Certified Arson Investigator, State Certified Peace Officer, State Certified Fire Fighter and State Certified Fire Inspector

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-35043 **Comm. Court Executive Office 6. H.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's Office:
Requesting permission to allow Juan Martinez, Fire Marshal and Tommy Ureste, Deputy Fire Marshal to attend "A Forensic Analysis of Fire Dynamics Seminar" sponsored by the South Texas Fire Investigators Association. The seminar will be held November 28-30, 2012 at South Padre Island.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 11-08-12 through req # 225543, 225556,225561, 225559.

Attachments

T-1
travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 01:47 PM
Veronica Ortiz	Veronica Ortiz	11/08/2012 04:56 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Yolanda Orozco Started On: 10/31/2012 01:19 PM

Final Approval Date: 11/09/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/30/12

DEPARTMENT NAME: Fire Marshal

TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal & Tommy Ureste, Deputy Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: A Forensic Analysis of Fire Dynamics Seminar

EVENT DATE(S) FROM: 11/28/12 TO: 11/30/12

DEPARTURE DATE: 11/28/12 RETURN DATE: 11/30/12

LOCATION OF EVENT: CITY: South Padre Island STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County.
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County.
- X To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 410.00	
Subtotal for Object Code 584	$ 410.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 361.84	
11. MEALS	$ 198.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 559.84	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 969.84	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE*
- BUS**
- Rental Car**
- County Vehicle** X
- Private Vehicle**
- OTHER** (Specify)

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- Trip expenses are necessary and will be incurred for official county business.
- Reasonable efforts to minimize the use of county funds have been explored.
- Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	11/9/12	Yolanda Orozco	5910

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- TRAVEL IS **APPROVED** for the individuals listed below:
- TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	11/9/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Fire Marshal

If, applicable, was travel approved by Co. Exec. Officer?

DEPARTURE DATE: 11/28/2012 RETURN DATE: 11/30/2012

TO CITY: South Padre Island STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal & Tommy Uresto, Deputy Fire Marshal

TOTALS OF EMPLOYEES ATTENDING SEMINAR: 2

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep us abreast of new and changing policies and procedures, thus enabling us to better perform our duties as Fire Marshals for Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: A Forensic Analysis of Fire Dynamics

SPONSORED BY: South Texas Fire Investigators Association

REGISTRATION CHECK PAYABLE TO: South Texas Fire Investigators Association

REGISTRATION ADDRESS: P. O. Box 534114

Harlingen, TX 78553

SEMINAR START DATE: 11/28/2012

SEMINAR END DATE: 11/30/2012

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: $ 205.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 2

2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO OF EMPLOYEES ATTENDING: 2

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate). . . . . A.	$ 410.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ 410.00
TOTAL 2ND PAGE (B + C + D):	$ -
GRAND TOTAL (A + B + C + D)	$ 410.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Juan Martinez		138126
Tommy Uresto		126403

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Fire Marshal

DEPARTURE DATE: 11/28/2012 RETURN DATE: 11/30/2012

TO CITY: South Padre Island STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Fire Marshal & Tommy Uresto, Deputy Fire Marshal

TOTALS OF EMPLOYEES ATTENDING SEMINAR: 2

B. HOTEL RESERVATION(S)

Note: Use of a travel agency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Isla Grande Beach Resort HOTEL PHONE NO: 956-761-6511

ADDRESS OF HOTEL: 500 Padre Boulevard CONFIRMATION NO.(s): 152598068

South Padre Island, TX 78597 152598180

ROOM RATE: $ 79.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 2 GENERAL LEDGER ACCT NO: 2-1100-422-10-300-001-0-583

ROOM RATE: $ 79.00 TOTAL NO. OF ROOMS: 2

NUMBER OF NIGHTS: 2

ROOM RATE:

NUMBER OF NIGHTS: HOTEL TAX RATE: 14.50%

TOTAL CHECK AMOUNT FOR HOTEL (Daily Room Rate x No. of Rooms x No. of Days x Tax Rate) ..... B. $ 361.84

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) ..... C. $ -

D. AIRFARE(S)

Note: Use of a travel agency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBER P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY ..... D. $ -

SUBTOTAL (B+C+D) $ 361.84

COUNTY AUDITOR'S FORM T 1.2 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Tommy Uresto | EMPLOYEE I.D. NO: 126403 | EMPLOYEE TITLE: Deputy Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 11/28/12 | RETURN DATE: 11/30/12

TIME OF DEPARTURE: 6:30 AM | TIME OF RETURN: 3:00 PM

TO CITY: South Padre Island | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 11/28/2012 END DATE: 11/30/2012 ACTUAL NO. OF DAYS 3

TITLE OF WORKSHOP/CONFERENCE: A Forensic analysis of Fire Dynamics

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Juan Martinez

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Tranings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 28-Nov	MONTH / DAY 29-Nov	MONTH / DAY 30-Nov	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00					$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$39.00	$39.00	$21.00	$0.00	$0.00	$0.00	$0.00	$99.00	$ 99.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 6:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 6:00 a.m. (breakfast)	$ 9.00
6:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	6:00 a.m - 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch &dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 99.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-422-10-300-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Juan Martinez DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Juan Martinez | EMPLOYEE ID NO: 138126 | EMPLOYEE TITLE: Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 11/28/12 | RETURN DATE: 11/30/12

TIME OF DEPARTURE: 6:30 AM | TIME OF RETURN: 3:00 PM

TO CITY: South Padre Island | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE 11/28/2012 END DATE: 11/30/2012 | ACTUAL NO. OF DAYS 3

TITLE OF WORKSHOP/CONFERENCE: A Forensic analysis of Fire Dynamics

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Tommy Uresto

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Tranings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 28-Nov	MONTH / DAY 29-Nov	MONTH / DAY 30-Nov	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00					$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$39.00	$39.00	$21.00	$0.00	$0.00	$0.00	$0.00	$99.00	$ 99.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 6:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 6:00 a.m. (breakfast)	$ 9.00
6:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	6:00 a.m. - 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast lunch &dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 | $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . | $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . | $

_____ . . . . . | $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 99.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-422-10-300-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Juan Martinez DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/10)

"A Forensic Analysis of Fire Dynamics"
Registration Form

Name: Tommy Ureste

Organization: Hidalgo Co. Fire Marshal's Office

Address: 1615 S. Closner Ste. H.

City: Edinburg State: Tx. Zip: 78539

Phone: (956) 318-2656

E-mail: Tommy.Ureste@co.Hidalgo.Tx.us

EARLY REGISTRATIONS (on or before Nov. 1, 2012):	$205.00
LATE REGISTRATIONS (on or after Nov. 2, 2012:	$225.00

Remit Registration Forms and Payment to:

South Texas Fire Investigators Association

PO Box 534114

Harlingen, Texas 78553

or

email your registration form to dwarner@myharlingen.us

or

fax your registration to (956) 216-5297

Please make your hotel reservations directly with:

Isla Grand Beach Resort (www.islagrand.com)

500 Padre Boulevard

South Padre Island, Texas 78597

956-761-6511 or 800-292-7704

Request the code: 1211 Fire 02

For more information please contact:

Danny Warner at dwarner@myharlingen.us or by calling 956-216-5790

"A Forensic Analysis of Fire Dynamics"
Registration Form

Name: Juan Martinez

Organization: Hidalgo County Fire Marshal's office

Address: 165 S. Closner Ste. H

City: Edinburg State: TX Zip: 78539

Phone: (956) 318-2656

E-mail: juan.martinez@co.hidalgo.tx.us

EARLY REGISTRATIONS (on or before Nov. 1, 2012): $205.00

LATE REGISTRATIONS (on or after Nov. 2, 2012: $225.00

Remit Registration Forms and Payment to:

South Texas Fire Investigators Association

PO Box 534114

Harlingen, Texas 78553

or

email your registration form to dwarner@myharlingen.us

or

fax your registration to (956) 216-5297

Please make your hotel reservations directly with:

Isla Grand Beach Resort (www.islagrand.com)

500 Padre Boulevard

South Padre Island, Texas 78597

956-761-6511 or 800-292-7704

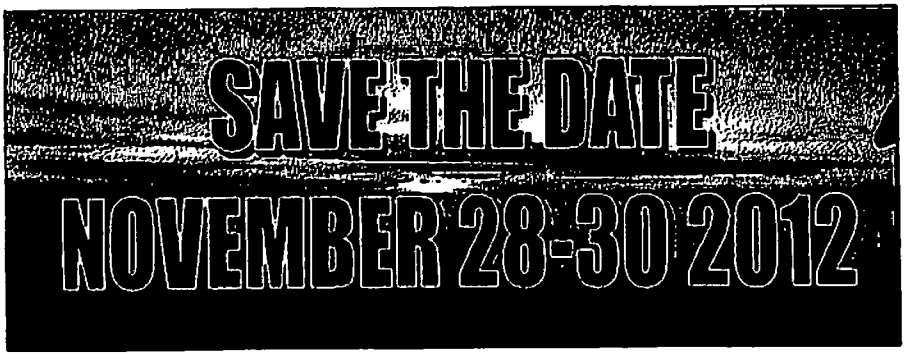
Request the code: 1211 Fire 02

For more information please contact:

Danny Warner at dwarner@myharlingen.us or by calling 956-216-5790

The South Texas Fire Investigators Association in conjunction with the Texas Chapter of the IAAI and TEEX

Reminds you to



2012 South Texas Fire Investigators Seminar

"Advanced Hypothesis Development and Testing in Fire Investigations"

Presented by Steven W. Carman

This presentation will include an advanced level of training in fire science, thermodynamics, fire dynamics, fire investigation methodology and fire investigation technology as it relates to fire origin and cause investigations. Topics to be discussed include Post-Flashover Fire Behavior, Clean Burn Fire Patterns, High Temperature Accelerant Fires, Elevated Fires and others. Carman has been a leader in the advancement of fire investigator training for two decades having designed and presented scores of programs to national and international audiences including investigators to scientists and engineers.

This seminar will be held at the Isla Grand Beach Resort in South Padre Island, Texas. The nightly room rate has been held over from last year (~~$75.00~~ per night) and will be good for 3 days prior to and after the seminar.

$79.00 + 14.5 tax

Phone: 956-761-6511

Early registration fee is $205.00 dollars.

2012 South Texas Fire Investigators Seminar

No Parking Fee

Ivonne

Nov. 28
8:00 – 12:00 Reg & Set up
1:00 – 5:00 Class

Nov. 29
8:00 – 5:00 class

Nov. 30
8:00 – Noon

Per Night
$7.00

14.5 % tax

$90.45

ISLA GRAND

BEACH RESORT

OCT-30-12

Mr. Tommy Ureste
2812 South Business Highway 281
Edinburg TX 78539
United States

Dear Mr. Ureste,

Thank you for making your reservation at the Isla Grand Beach Resort, South Padre. We have reserved the following accommodations for you:

Arrival Date:	11-28-12
Departure Date:	11-30-12
Room Type:	Pool Gardenview 1 King Non smk Standard Bed
Estimated Total Cost of Stay:	$180.92 Including 8.5% City tax and 6% State Tax
Nightly Room Rate:	$79.00

Your Confirmation Number is 152598180, and you are guaranteed for late arrival. Check-in time is 3:00 PM and Check-out time is 11:00 AM.

If you find it necessary to change your plans, please inform us 48 hours before your date of arrival in order to avoid the penalty of one night's room charge plus tax.

Please note the following hotel policies: Someone 21 years of age or older must register and stay in the room. Pets are allowed at ISLA GRAND BEACH RESORT (50 lbs. or less). An additional fee of $25 plus tax will be charged per day. Adjoining rooms, room numbers, or floor levels are not guaranteed. All credit card payments and advance deposits require a credit card imprint at the front desk on the day of arrival. If the credit card holder is not present, the credit card payment will not be accepted unless we have a written notice from the credit card holder. Early departures will be penalized in full.

Best regards,

Reservations Office

Isla Grand Beach Resort
500 Padre Boulevard
South Padre Island, TX 78597
Telephone: (956) 761-6511 Fax: (956) 761-1042
www.islagrand.com

ISLA GRAND
BEACH RESORT

OCT-30-12

Mr. Juan Martinez
2812 South Business 281
Edinburg TX 78539
United States

Dear Mr. Martinez,

Thank you for making your reservation at the Isla Grand Beach Resort, South Padre. We have reserved the following accommodations for you:

Arrival Date:	11-28-12
Departure Date:	11-30-12
Room Type:	Pool Gardenview 1 King Non smk Standard Bed
Estimated Total Cost of Stay:	$180.92 Including 8.5% City tax and 6% State Tax
Nightly Room Rate:	$79.00

Your Confirmation Number is 152598068, and you are guaranteed for late arrival. Check-in time is 3:00 PM and Check-out time is 11:00 AM.

If you find it necessary to change your plans, please inform us 48 hours before your date of arrival in order to avoid the penalty of one night's room charge plus tax.

Please note the following hotel policies: Someone 21 years of age or older must register and stay in the room. Pets are allowed at ISLA GRAND BEACH RESORT (50 lbs. or less). An additional fee of $25 plus tax will be charged per day. Adjoining rooms, room numbers, or floor levels are not guaranteed. All credit card payments and advance deposits require a credit card imprint at the front desk on the day of arrival. If the credit card holder is not present, the credit card payment will not be accepted unless we have a written notice from the credit card holder. Early departures will be penalized in full.

Best regards,

Reservations Office

Isla Grand Beach Resort
500 Padre Boulevard
South Padre Island, TX 78597
Telephone: (956) 761-6511 Fax: (956) 761-1042
www.islagrand.com

Requisition

Req # 00225543

PO #

Date: 10/30/12

Bill To: x
x

Vendor : 367885
ISLA GRAND BEACH RESORT
500 PADRE BLVD.
SOUTH PADRE ISLAND TX 78597

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: **Yolanda Orozco**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	NGT	Hotel Reservation for Juan Martinez to attend "A Forensic Analysis of Fire Dynamics Seminar, Nov 28-30, 2012 at South Padre Island, TX. Room charge is $79.00 + 14.5% tax = $90.46 Per Night. Confirmation # 152598068	90.46	180.92
2.00	NGT	Hotel Reservation for Tommy Urieste to attend "A Forensic Analysis of Fire Dynamics Seminar" Nov. 28-30, 2012 at South Padre Island, TX. Room charge is $79.00 + 14.5% tax = $90.45 Per Night.Confirmation # 152598180	90.46	180.92
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	361.84	
			Freight	.00
			Total	361.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By:

Requisition

Req # 00225556

PO #

Date: 10/30/12

Bill To: x
x

Vendor : 294012
SOUTH TEXAS FIRE INVESTIGATORS ASSOC
3510 E. GRIMES
HARLINGEN TX 78550

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: **Yolanda Orozco**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Registration Fee for Juan Martinez to attend "A Forensi Analysis of Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	205.00	205.00
1.00	EACH	Registration Fee for Tommy Ureste to attend "A Forensic Analysis of Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	205.00	205.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-584	410.00	
			Freight	.00
			Total	410.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By:

Requisition

Req # 00225561

PO #

Date: 10/30/12

Bill To: x
x

Vendor : 372137
URESTE, TOMMY
C/O FIRE MARSHAL'S DEPT.

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: **Yolanda Orozco**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	DEAL	Meals for Tommy Ureste to attend "A Forensic Analysis o Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	99.00	99.00
		Depart: 11/28/12 @ 6:30a.m. - $39.00 All Day 11/29/12 - $39.00 Return 11/30/12 @ 3:00p.m. - $21.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	99.00	
			Freight	.00
			Total	99.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00225559

PO #

Date: 10/30/12

Bill To: x
x

Vendor : 338702
MARTINEZ, JUAN
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: **Yolanda Orozco**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	DEAL	Meals for Juan Martinez to attend the "A Forensic Analysis of Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	99.00	99.00
		Depart 11/28 @ 6:30am - $39.00 All Day 11/29/12 - $39.00 Return: 11/30/12 @ 3:00pm - $21.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	99.00	
			Freight	.00
			Total	99.00
		REPORT ROAD HAZARDS 1-866-HCB-SAFE OR 1-866-427-7233		

Authorized By:

AI-35141 **Comm. Court Executive Office 6. I.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on relocation of 430th District Court.

BACKGROUND

No backup for this item...for discussion purposes only.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 08:11 AM
Sylvia Solis	Sylvia Solis	11/08/2012 03:28 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Angela Garcia Started On: 11/06/2012 03:50 PM

Final Approval Date: 11/09/2012

AI-35134 **Comm. Court Executive Office 6. J.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Pronto Insurance Agency in the amount of $1,205.67 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 10/14/12

Acct #: 2-1100-360-00-000-005-0-000

Attachments

Pronto Ins Agency Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 08:10 AM
Erika Zamora	Erika Zamora	11/09/2012 11:40 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Aida Alvarez Started On: 11/06/2012 02:45 PM

Final Approval Date: 11/09/2012

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Claims
Old American Premium
P.O. Drawer 3267
Brownsville, TX 78520
(956) 574-9787

THE FROST NATIONAL BANK
www.frostbank.com
30-009/1140

78889

10/24/2012

PAY TO THE ORDER OF Hidalgo County Sheriff Dept

$ **1,205.67

One Thousand Two Hundred Five and 67/100********** DOLLARS

Hidalgo County Sheriff Dept
PO BOX 1356
Edinburg, TX 78540
Claim#60083

There will be a $30 fee for any reissued check

Void After 90 days

MEMO Full & Final PD Settlement

⑈078889⑈ ⑆114000093⑆ 800344443⑈

Pronto General Agency/Claims/Old American Premium 78889

Hidalgo County Sheriff Dept		10/24/2012	
Funds Held In Escrow:Cash+Cks	Claim#60083		1,205.67

Frost Claims #800344 Full & Final PD Settlement 1,205.67

PRONTO INSURANCE

BROWNSVILLE1
ALL REQUESTS:
rgv.supplements@prontoinsurance.com
805 MEDIA LUNA ST., SUITE 401,
BROWNSVILLE, TX 78521
Phone: (956) 574-9787

Claim #: 60083CV
Workfile ID: 0fe517b3

Estimate of Record

Written By: DANIEL MARTINEZ, 10/22/2012 1:50:13 PM
Adjuster: ARRATIA, JANIE, (956) 574-9787 x7508 Business

Insured:	ANA R RAMIREZ	Policy #:		Claim #:	60083CV
Type of Loss:	Liability	Date of Loss:	10/14/2012 12:00 AM	Days to Repair:	0
Point of Impact:	06 Rear	Deductible:			

Owner:
HIDALGO SHERIFF'S DEPT
PO BOX 1356
EDINBURG, TX 78541
(956) 383-8114 Evening

Inspection Location:
HIDALGO SHERIFF'S DEPT
701 EL CIBOLO RD
EDINBURG, TX 78541
Home
(956) 383-8114 Evening

Appraiser Information:
Email:
daniel.martinez@prontoinsurance.com

Repair Facility:

VEHICLE

Year:	2008	Color:	MINERAL GRAY Int: NEUTRAL	License:	10P BT7	Production Date:	01/2008
Make:	FORD	Body Style:	4D SHORT	State:	TX	Odometer:	85199
Model:	F150 4X2 SUPERCAB	Engine:	8-4.6L-FI	VIN:	1FTRX12W58FB16670	Condition:	Good

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
DECOR
Tinted Glass
Dual Mirrors
CONVENIENCE
Air Conditioning
Tilt Wheel
Intermittent Wipers
Message Center
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SAFETY
Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
4 Wheel Disc Brakes
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Estimate of Record

2008 FORD F150 4X2 SUPERCAB 4D SHORT 8-4.6L-FI MINERAL GRAY

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2			O/H rear bumper				1.2	
3	**	Repl	A/M Bumper w/o distance control painted	FO1102361DSN	1	388.00	Incl.	1.6
4			Add for Clear Coat					0.6
5		Repl	Step pad w/o distance control w/o tow pkg.	5L3Z17B807AA	1	167.68	Incl.	
6	**FRAME**							
7	*	Repl	Trailer hitch all	8L3Z17D826A	1	297.58	0.8	
			NOTE: LOCATED THRU BOGGUS FORD MCALLEN WITH PETE - PART NUMBER AND PRICE VERIFIED 956-686-7411					
8	#	Rpr	SET UP AND MEASURE				1.5	
			NOTE: ALLOWED DUE TO IMPACT TO HITCH					
9	#	Subl	HAZARD WASTE		1	3.50 X		
				SUBTOTALS		**856.76**	**3.5**	**2.2**

NOTES

Estimate Notes:
VEHICLE INSPECTED AT WORK- OWNER WAS PRESENT , DISCUSSED DMGS RELATED TO CLAIM , ALSO ADVISED OF SUPPLEMENT PROCEDURES - TO HV SHOP CONTACT US FOR SUPPLEMENT
UPD: MINOR DENTS AND SCRATCHES ALL AROUND VEHICLE / DISCUSSED UPD WITH OWNER
NEEDS DISASSEMBLY TO INSPECT FOR HIDDEN DAMAGES

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				853.26
Body Labor	3.5 hrs	@	$ 38.00 /hr	133.00
Paint Labor	2.2 hrs	@	$ 38.00 /hr	83.60
Paint Supplies	2.2 hrs	@	$ 26.00 /hr	57.20
Miscellaneous				3.50
Subtotal				1,130.56
Sales Tax	$ 910.46	@	8.2500 %	75.11
Total Cost of Repairs				**1,205.67**
Total Adjustments				**0.00**
Net Cost of Repairs				**1,205.67**

AI-35229 **District Courts 7. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

370th District Court:
Authorization for County Judge to sign the Certification of Eligibility letter for the OVW Domestic Violence Prevention Demonstration Initiative

BACKGROUND

Approval to submit grant approved by Commissioner's Court on 10/9/12. In order for the application to remain under consideration for the OVW Domestic Violence Prevention Demonstration Initiative, the Certification of Eligibility Letter must be submitted no later than 5pm EST on Wednesday, November 7, 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Certification of Eligibility letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 09:36 AM
Sylvia Solis	Sylvia Solis	11/09/2012 03:31 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/09/2012

Final Approval Date: 11/09/2012

October 31, 2012

DOJ/Office of Violence Against Woman
145 N. Street NE Suite 121
Washington, DC 20530

RE: Domestic Violence Homicide Prevention Demonstration Initiative

Dear Director:

As Chief Executive Officer of the County of Hidalgo, I submit this letter to certify to the following:

1) The laws or official policies of the County of Hidalgo encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed;

2) the laws or officials policies of the County of Hidalgo encourage or mandate arrests of domestic violence offenders who violate the terms of a valid and outstanding protection order;

3) the laws, policies, or practices and the training programs of the County of Hidalgo discourage dual arrests of offender and victim;

4) the laws, policies, or practices of the County of Hidalgo prohibit issuance of mutual restraining orders of protection except in cases where both spouses file a claim and the court makes detailed findings of fact indicating that both spouses acted primarily as aggressors and that neither spouse acted primarily self-defense;

5) the laws, policies, and practices of the County of Hidalgo do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence and stalking, or that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant,

protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, Tribal, or local jurisdiction; and

6) the laws, policies or practices of the County of Hidalgo ensure that: (A) no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under Federal, Tribal, State, territorial, or local law to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense; (B) the refusal of a victim to submit to an examination described in subparagraph (A) shall not prevent the investigation of the offense.

Sincerely,

Ramon Garcia
Hidalgo County Judge

AI-35213 **District Attorney 8. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Consideration and action on agreement between Hidalgo County and Endemol UK Ltd for filming at new Hidalgo County Morgue Facility with approval for County Judge to sign.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Morgue

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 09:55 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Roy Cazares Started On: 11/08/2012 04:20 PM

Final Approval Date: 11/09/2012

remarkable television
an endemol company

From: **ENDEMOL UK LTD T/A**
REMARKABLE TELEVISION
Shepherds Building Central
Charecroft Way
Shepherds Bush
London, W14 0EE

To:

Hidalgo County, Texas
By and Through the Hidalgo County Office of Criminal District Attorney
100 N. Closner, Room 303
Edinburg
TX, 78539
USA

DATE:

Dear Sirs,

"SUPERSIZE VS. SUPERSKINNY – SERIES 6"

This letter will confirm the arrangements made between us whereby you have agreed to make available to us the premises at **3100 – B South, Business HWY 281, Edinburg, Texas, 78538, USA** ("the Property") on one day (mutually agreed) in **November 2012** ("the Period") for the purposes of filming interior/exterior scenes in connection with our filming for a series of programmes provisionally entitled "**Supersize Vs. Superskinny – Series 6**" ("the Programmes" which shall include without limitation any re-edited re-formatted or compilation versions thereof). In consideration of the mutual covenants expressed herein, the parties agree as follows:

1. The Property will be available for filming photographing and recording during the Period and we shall be entitled to make such use of the Property as we may require for the Period. It is further understood that if such filming photography and/or recording is not completed during the Period we shall be entitled to return to the Property to continue the same at a mutually agreed time upon terms no less favourable than those herein contained

2. We will own solely and exclusively the results and proceeds of our filming photography and recording hereunder ("the Recordings") and shall be entitled to include the Recordings (or any part of them) in the Programmes and you hereby give us all necessary consents to enable us freely to edit the Programmes and to exploit the Programmes (or any part thereof) by all means and in all media (whether now known or hereafter invented) throughout the universe for the full period of copyright including any extensions revivals or renewals thereof and thereafter in perpetuity

3. You agree:

   (a) that we shall have the right to make such changes additions and alterations in and to the Property (interior and exterior) as have mutually been agreed but these shall be of a temporary nature only and we agree after our final use hereunder to restore the Property to its original condition unless otherwise agreed by you

   (b) that we shall have the right to incorporate the Recordings in the final version of the Programmes either as a sequence on its own or preceded interlaced or followed by such scenes as we may require including without limitation to the aforesaid still photographs or scenes of studios sets representing for the purpose of the Programmes the interior of the Property and to identify the Property by its true name or by a fictitious one or not to refer to the Property by name

4. You hereby warrant that you have the right to and do hereby grant to us the right to enter upon and film photograph and record all or any part of the exterior and interior and contents of the Property including names signs and identifying insignia of the Property with such personnel and equipment as we may consider necessary or desirable

5. You accept that we are not required to use or exercise any of our rights hereunder or if exercised to incorporate the Recordings in the Programmes

6. The benefit of this agreement may be freely assigned by us to a third party or parties provided that we shall remain primarily liable for our obligations hereunder

7. This agreement shall be governed by Texas law and the parties submit to the exclusive jurisdiction of the Texas courts

Please signify your agreement to and approval of the above terms by signing a copy of this letter enclosed herewith and returning such signed copy to us

Yours faithfully

For and on behalf of **ENDEMOL UK LTD T/A** **REMARKABLE TELEVISION**	By:Ramon Garcia, Hidalgo County Judge For and on Behalf of **HIDALGO COUNTY**

Approved as to Form:
Hidalgo County Criminal District Attorney, Rene Guerra

By:
Josephine Ramirez Solis
Assistant District Attorney

AI-35180 **County Clerk 9. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Annette Muniz **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action to be removed from the Classification and Compensation Pay Plan for the following departments:
County Clerk
District Clerk
District Attorney
Tax Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 04:52 PM
Sylvia Solis	Sylvia Solis	11/08/2012 03:28 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/07/2012 04:13 PM

Final Approval Date: 11/09/2012

AI-35212 **Tax Office 10. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Tax Office (1100):

1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Create	0142	Deputy Clerk II	07
Create	0143	Deputy Clerk II	07

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Positions needed to assist with the Scofflaw program.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for prorated salary and related fringe benefit expenditures for proposed positions available from Co. Wide Adm. - Contingency.

Attachments

PARs

Job Description

Fiscal Note

Revised salary schedule

Interdept. transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 08:24 AM
Sylvia Solis	Sylvia Solis	11/09/2012 10:49 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Sylvia Rios Started On: 11/08/2012 04:08 PM

Final Approval Date: 11/09/2012

RECEIVED
NOV -8 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 140

DATE: 11/8/12

CURRENT POSITION TITLE:

CURRENT SLOT. #: 142

REQUESTED POSITION TITLE: DEPUTY CLERK II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ 29,458.00 GRADE 7 STP 1 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DEPUTY CLERK II NEEDED TO ASSIST WITH SCOFFLAW PROGRAM RECENTLY APPROVED BY COMMISSIONER'S COURT.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/8/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez /apr HUMAN RESOURCES DIRECTOR	11-08-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
NOV -8 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 140

DATE: 11/8/12

CURRENT POSITION TITLE:

CURRENT SLOT. #: 143

REQUESTED POSITION TITLE: DEPUTY CLERK II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ 29,458.00 GRADE 7 STP 1 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DEPUTY CLERK II NEEDED TO ASSIST WITH SCOFFLAW PROGRAM RECENTLY APPROVED BY COMMISSIONER'S COURT.

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SEE ATTACHED

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

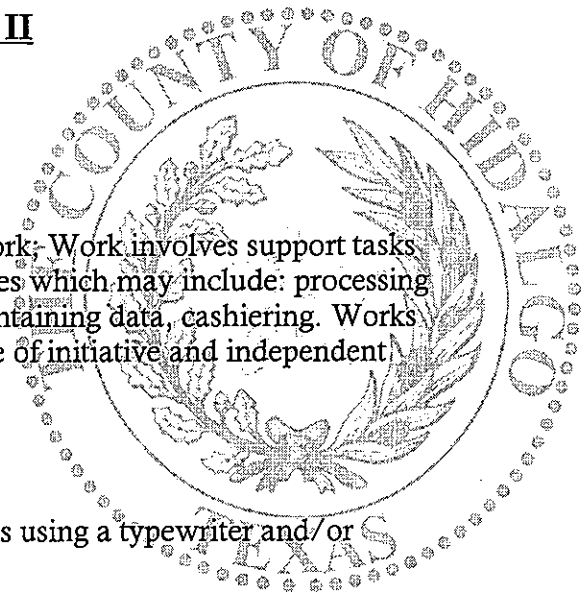
COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/8/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/spa HUMAN RESOURCES DIRECTOR	11-08-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DEPUTY CLERK II



GRADE: 07

GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work. Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment. May train others

EXAMPLES OF WORK PERFORMED

Type correspondence and other documents and materials using a typewriter and/or processing software

Enters information on office records to the computer and retrieves information to respond to inquiries

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Processes the more difficult requests for information or documents; searches files to obtain the needed information.

Accepts and processes legal documents, collects fees, and files papers

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Proofreads records and conducts research as needed

May train others

Ability to work well with others

Regular attendance is a must

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred. Typing courses, plus a minimum of two (2) years of progressively responsible experience in clerical

functions of the governmental system; Two (2) years of experience may be substituted for one (1) year of education

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

Skill in the operation of office equipment

Ability to maintain files and records, to communicate effectively, and to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 13, 2012** **Agenda Item:** 35212

Summary of request/proposal:
TAX OFFICE (1100):
Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	DEPUTY CLERK II	0142	113	7	1	0.00	29,458.00	29,458.00
1100	DEPUTY CLERK II	0143	113	7	1	0.00	29,458.00	29,458.00
						0.00	58,916.00	58,916.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-415-15-140-001-0-	113	TAX OFFICE -	REG F/T EMPLOYEES	$7,900.61
2-1100-415-15-140-001-0-	211	TAX OFFICE -	HEALTH INSURANCE	$1,116.78
2-1100-415-15-140-001-0-	212	TAX OFFICE -	LIFE INSURANCE	$7.24
2-1100-415-15-140-001-0-	220	TAX OFFICE -	FICA	$604.40
2-1100-415-15-140-001-0-	230	TAX OFFICE -	RETIREMENT	$786.11
2-1100-415-15-140-001-0-	250	TAX OFFICE -	UNEMPLOYMENT COMP	$39.50
2-1100-415-15-140-001-0-	260	TAX OFFICE -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$10,454.64

2013 Budgetary Impact: $78,179.78

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 35212

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF DEPUTY II	19	1	$74,182.00	$74,182.00	$74,182.00	$840.00	$0.00	$0.00	$6,940.00	$0.00	$81,962.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	$63,599.00	$63,599.00	$63,599.00	$1,260.00	$0.00	$0.00	$2,800.00	$0.00	$67,659.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTI	15	3	$58,342.00	$58,342.00	$58,348.00	$600.00	$0.00	$0.00	$5,625.00	$0.00	$64,573.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	$52,254.00	$52,254.00	$52,624.00	$720.00	$0.00	$0.00	$0.00	$500.00	$53,844.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	$54,526.00	$54,526.00	$54,526.00	$2,160.00	$0.00	$0.00	$0.00	$0.00	$56,686.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	$52,254.00	$52,254.00	$52,766.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$54,986.00
0008	113	ACCOUNTANT IV	14	0	$47,963.00	$47,963.00	$47,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,963.00
0009	113	COMPUTER SYSTEM ADMINISTATOR	12	4	$47,829.00	$47,829.00	$47,829.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$50,049.00
0010	113	FRAUD INVESTIGATOR	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$500.00	$43,784.00
0011	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$48,383.00	$48,922.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$50,542.00
0012	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,974.00
0014	113	ACCOUNTANT III	12	0	$41,120.00	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,120.00
0015	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$1,020.00	$0.00	$0.00	$1,500.00	$0.00	$48,834.00
0017	113	DEPUTY CLERK II	7	10	$38,737.00	$38,737.00	$39,196.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,196.00
0018	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,860.00	$0.00	$0.00	$1,500.00	$0.00	$42,532.00
0019	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,920.00	$0.00	$0.00	$1,500.00	$0.00	$42,592.00
0020	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$41,512.00
0021	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,380.00	$0.00	$0.00	$900.00	$0.00	$41,452.00
0022	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$540.00	$0.00	$0.00	$1,500.00	$0.00	$37,011.00
0023	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$720.00	$0.00	$0.00	$750.00	$0.00	$36,441.00
0024	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,451.00
0025	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$32,929.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,589.00
0026	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$36,063.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,903.00
0027	113	TITLE EXAMINER II	8	3	$34,043.00	$34,043.00	$34,043.00	$720.00	$0.00	$0.00	$0.00	$0.00	$34,763.00
0028	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$960.00	$0.00	$0.00	$1,500.00	$0.00	$31,918.00
0029	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$33,249.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,329.00
0030	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,440.00	$0.00	$0.00	$750.00	$0.00	$35,772.00
0031	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,200.00	$0.00	$0.00	$750.00	$0.00	$35,532.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 35212

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0032	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$960.00	$0.00	$0.00	$750.00	$0.00	$31,168.00
0034	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$36,473.00
0035	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$36,413.00
0036	113	DEPUTY CLERK II	7	2	$30,489.00	$30,489.00	$30,865.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,345.00
0037	113	TITLE EXAMINER I	6	4	$30,141.00	$30,141.00	$30,588.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,188.00
0038	113	BOOKKEEPER I	6	4	$30,141.00	$30,141.00	$30,141.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,341.00
0039	113	BOOKKEEPER I	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0040	113	TECHNICIAN II	6	4	$30,141.00	$30,141.00	$30,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,141.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,649.00
0042	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,598.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,798.00
0044	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,959.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,559.00
0045	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,508.00
0048	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$29,108.00
0049	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0051	113	BOOKKEEPER I	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0052	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0054	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,554.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,154.00
0055	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,470.00
0056	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0057	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,420.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0058	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,740.00
0059	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,680.00
0060	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,405.00
0061	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0062	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0063	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$26,705.00
0064	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0065	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,585.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 35212

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0066	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,345.00
0067	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,213.00
0068	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0069	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0070	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,375.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$26,635.00
0071	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,319.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,319.00
0072	113	INVENTORY SPECIALIST I	4	3	$25,021.00	$25,021.00	$25,236.00	$0.00	$0.00	$0.00	$2,250.00	$0.00	$27,486.00
0073	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0074	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,384.00
0075	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0076	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0077	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0078	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0079	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0080	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0081	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0082	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0083	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0084	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0085	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$750.00	$0.00	$26,426.00
0086	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,456.00
0087	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0088	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0089	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0090	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,156.00
0091	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0092	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0093	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0094	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 35212

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0095	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0096	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0098	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0099	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0100	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0102	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0103	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0104	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0105	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0106	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0107	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0108	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0109	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0110	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0111	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0112	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0113	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0114	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0115	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0116	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0117	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0118	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0119	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0120	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0121	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0122	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0123	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$34,909.00
0124	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0125	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,860.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

TAX OFFICE

AI- 35212

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0126	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,560.00
0127	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,100.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0129	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0130	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0131	113	ACCOUNTANT II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0132	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0133	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0134	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0135	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0136	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0137	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$540.00	$0.00	$0.00	$0.00	$0.00	$32,355.00
0138	113	INTERNAL AUDITOR III	13	1	$46,747.00	$46,747.00	$46,747.00	$840.00	$0.00	$0.00	$0.00	$0.00	$47,587.00
0139	113	DEPUTY CLERK III	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0140	113	ACCOUNTING CLERK II	8	1	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0141	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING POSITIONS:											
0142	**113**	**DEPUTY CLERK II**	**7**	**1**	**$29,458.00**	**$29,458.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0143	**113**	**DEPUTY CLERK II**	**7**	**1**	**$29,458.00**	**$29,458.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$4,023,370.00	$4,110,730.00	$3,945,478.00	$61,680.00	$0.00	$0.00	$43,765.00	$1,000.00	$4,051,923.00

Approval to created the above highlighted full-time positions.
All personnel actions pending CC approval.

DATE: November 9, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 2-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(10,454.64)
TO			
2-1100-415-15-140-001-0- 113	TAX OFFICE -	REG F/T EMPLOYEES	$7,900.61
2-1100-415-15-140-001-0- 211	TAX OFFICE -	HEALTH INSURANCE	$1,116.78
2-1100-415-15-140-001-0- 212	TAX OFFICE -	LIFE INSURANCE	$7.24
2-1100-415-15-140-001-0- 220	TAX OFFICE -	FICA	$604.40
2-1100-415-15-140-001-0- 230	TAX OFFICE -	RETIREMENT	$786.11
2-1100-415-15-140-001-0- 250	TAX OFFICE -	UNEMPLOYMENT COMP	$39.50
		TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for the creation of two Deputy Clerk II positions, slot no. 0142 & 0143, budgeted salary $29,458.00/yr respectively. These positions are being created to assist with the Scofflaw program.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35112 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Mike Escaname,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to submit Discretionary Funding Request to the Texas Department of State Health Services in an amount not to exceed $175,000.00. The funding will support Hidalgo County Public Health Emergency Division's role in performing activities and advancing public health and healthcare preparedness.

BACKGROUND

Hidalgo County Public Health Emergency Preparedness Division provides and serves Hidalgo County in the provision of CDC's recommended tiered strategies. The opportunity to secure additional funding to support these initiatives / strategies is essential.

Local match of $17,500 to be funded from inter-fund transfer (AI-35248).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-047-X-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

The amount of discretionary funding to be requested will not exceed $175,000.00. This funding requires a 10% local match. Local match will not exceed $17,500.00.

Attachments

Notice

Template

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/05/2012 08:53 AM
Manuel Chapa	Manuel Chapa	11/09/2012 10:12 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Mike Escaname Started On: 11/05/2012 08:23 AM

Final Approval Date: 11/09/2012

Attached is the PHEP Discretionary Project narrative template and budget template for use in preparing and submitting requests for Discretionary Projects. Please complete a narrative and budget template for EACH project to be submitted (do not combine projects).

During our last discretionary project review process, we noticed some projects could be scalable (i.e. instead of purchasing 20 radios which would be nice, a purchase of 10 radios may meet a critical need). We would like to offer the opportunity to "SCALE" those projects that may still provide value if they cannot be fully funded. Please submit your original project narrative and budget for the full amount. However, if there is a part of the project that represents a critical business need, please submit a separate project narrative and budget only for this essential component of the project. That way, if the original project is not approved for funding, there is still the possibility of approval for critical components of the project. Please identify or highlight in the project narrative if you are also submitting a scaled down version. Also reference the larger project in the scaled down narrative so we can make the connection during the review.

The deadline for submitting projects is 5:00 pm on Thursday, November 15, 2012 to the email account CPSRCT@dshs.state.tx.us.

When developing projects for submission, it is critical that all parties give consideration to match requirements. PHEP funds require a 10% match per the authorizing legislation, the Pandemic and All-Hazards Preparedness Act (PAHPA). An important consideration is that match expenditures must come from the same budget period (or contract term) in which the federal funds were expended.

All projects submitted will be reviewed and approved through a competitive review process. Projects will be identified as Tier 1 Projects – determined to be "shovel read" (or ready to proceed immediately) and can be completed in a short timeframe (4-6 months). Tier II Projects – determined to have minimal issues or obstacles that can be resolved quickly and completed in a short timeframe (4-6 months). These projects will be funded as dollars become available. PHEP Discretionary Projects must be completed by August 31, 2013.

If you have questions, please contact your assigned contract manager, Lucia Lundry or Jason Adams.

Thank you.
Bruce Clements, MPH
Director, Community Preparedness Section
Department of State Health Services
Division for Regional and Local Health Services

Thank you,

Lucia Lundry, CTCM, CTPM
Regional Local Health Services & Compliance Branch
Contract Management Unit, MC1990
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347
W239
(512) 776-2244 (Direct)
(512) 776-7428, EXT. 2244
Fax: (512) 776-7391
Email: Lucia.Lundry@dshs.state.tx.us

Public Health Emergency Preparedness (PHEP)
Budget Period 1
Discretionary Project Template

Instructions:

1. **For EACH project, please complete a discretionary project template and budget template.**

2. **To be acceptable, PHEP Discretionary Projects must:**
   - **Align within the scope of at least one of the fifteen (15) PHEP capabilities referenced in the PHEP funding opportunity announcement CDC-RFA-TP11-1101 (copies can be provided as requested)**
   - **Project description needs to show a strong link to PHEP activities**
   - **Project description needs to contain clear PHEP milestones and activities**
   - **Discretionary Funds are "one-time" only funds and projects should not incur future recurring costs. If so, the program is responsible for all recurring costs**

Project #: *(DSHS use only)*
Project Name:
Proposed Amount of Funding Needed (do not include match): **$**
Capability: (Number and name of capability)
Timeline for Completion of Monthly and/or Quarterly Milestones: • • • • • • • •

Public Health Emergency Preparedness (PHEP)
Budget Period 1
Discretionary Project Template

Description of PHEP Project Related Activities:

(*Text Area; Character Limit: 3,500 including spaces.*)

AI-34981 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to submit to FEMA, Hidalgo County's **Lessons Learned Information Sharing** documents. The documents will be shared in **Lessons Learned Information Sharing** LLIS.Gov website and will allow other practitioners of exercise to view Hidalgo County Public Health Emergency Preparedness Division's achievements.

BACKGROUND

Hidalgo County Public Health Emergency Preparedness Division has conducted the medical readiness full scale exercise known as Operation Lone Star for the past 13 years. State and federal agencies join Hidalgo County PHEP Division in exercising the provision of medical services to Hidalgo County residents during a disaster response scenario.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-013-3-xxx

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

There is no budgetary impact for submitting document to LLIS.gov.

Attachments

Document

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 01:50 PM
Manuel Chapa		10/26/2012 02:34 PM
Auditor's Office	Angela Garcia	10/26/2012 03:16 PM
Mike Escaname (Originator)	Mike Escaname	10/31/2012 07:59 AM
Manuel Chapa	Manuel Chapa	10/31/2012 10:54 AM
Purchasing Department	Marty Salazar	11/07/2012 04:25 PM

Form Started By: Mike Escaname Started On: 10/26/2012 01:26 PM

Final Approval Date: 11/07/2012

HEALTH AND HUMAN SERVICES DEPT.



OPERATION LONE STAR

2011 - 2012

GOOD STORY BEST PRACTICES

JULY 23-27, 2012

PANDEMIC RESPONSE

Operation Lone Star 2012

Summary for Hidalgo County Medical Point Of Dispensing (MPOD)

Cumulative Total Patients Entering Site: 3675
Cumulative Total Patient's Registered: 3133
Cumulative Total Patients Seen: 2,876
Cumulative Total Services Provided: 15,717
****

Palmview MPOD

Total Patients Seen: 1,284
Services Provided: 7,549

Total Vaccines Administered: 809
Total Number of Individuals Vaccinated: 348
Average vaccines administered per individual: 2.32
Total Value of Vaccines Administered: $80,371.92

Total Number of Medical Patients: 983
Total Value of Medical Exams Provided: $189,740

Top 3 Adult Diagnoses*	Top 3 Pediatric Diagnoses*
1) Hypertension	1) Allergic rhinitis
2) Diabetes mellitus	2) Obesity
3) Obesity	3) Headache

PSJA MPOD

Total Patients Seen: 1,592
Services Provided: 8,168

Total Vaccines Administered: 666
Total Number of Individuals Vaccinated: 269
Average vaccines administered per individual: 2.48
Total Value of Vaccines Administered: $62,393.24

Total Number of Medical Patients: 1,305
Total Value of Medical Exams Provided: $221,700

Top 3 Adult Diagnoses*	Top 3 Pediatric Diagnoses*
1) Hypertension	1) Obesity
2) Diabetes mellitus	2) Anemia
3) Obesity	3) Upper respiratory infection

OLS2012 Cummulative Summary for Hidalgo County MPODS

(Includes both PJSA & Palmview sites)

Type of Data Collected	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	Total or Median*
Local Volunteers	241	219	249	182	242	241
LHD Employees	35	36	34	26	28	34
DSHS Employees	3	5	4	2	4	4
HHSC Employees	4	2	3	6	3	3
USPHS Soldiers	44	10	10	11	10	10
Tx Military Forces Soldiers	43	77	77	68	83	77
Total Site Staff	**370**	**349**	**377**	**295**	**370**	**370**
# Pts Entering Site	550	729	849	911	636	3675 ✓
# Pts LBR	11	11	26	6	16	70
# Pts Registered	526	610	731	752	514	3133 ✓
# Pts Exiting Site	456	572	625	732	491	2876
# Security Breaches (Registered - Exiting)	70	38	106	20	23	257
# Patients seen by Smoking Cessation	5	0	0	0	0	5
# Patients seen by Veterans Services	0	0	0	0	0	0
# Pts Seen in Vitals**	508	572	602	728	514	2924
# Medical Visits**	372	487	490	514	425	2288
# Pts Received Rx	93	89	85	92	56	415
# Dental Pts	0	0	0	0	0	0
# Pts Immunized	117	119	115	152	114	617
# Pts Sent to Isolation Area	5	2	6	3	4	20
# Referrals Given**	28	17	68	47	34	194
# Medical X-Rays**	0	0	0	0	0	0
# Drugs Prescribed**	141	142	127	122	109	641
# Immunizations Given**	246	297	291	365	276	1475
# Dental Procedures Performed**	0	0	0	0	0	0
# Dental X-Rays**	0	0	0	0	0	0
# Diabetic Screenings**	446	458	474	553	285	2216
# Nutritional Assessments**	181	139	68	164	30	582
# Mental Health Services**	41	44	38	28	47	198
# Visual Screenings**	338	465	547	572	386	2308
# Eye Exams**	0	0	0	0	0	0
# Hearing Tests**	249	439	546	581	416	2231
# Social Services**	92	215	133	136	84	660
Total Services Provided**	**2642**	**3275**	**3384**	**3810**	**2606**	**15717**
Total Patients Seen	**456**	**572**	**625**	**732**	**491**	**2876**

*Median values are provided for the following: local volunteers; LHD, DSHS, HHSC employees, TX military and USPHS soldiers, and total site staff.

**Denotes services included in "Total Services Provided"

OLS2012 Daily Incident Summary for the PSJA MPOD, Hidalgo County, TX						
Type of Data Collected	**23-Jul**	**24-Jul**	**25-Jul**	**26-Jul**	**27-Jul**	**Total or Median***
Local Volunteers	106	99	149	99	137	106
LHD Employees	15	15	15	15	15	15
DSHS Employees	2	3	2	0	1	2
HHSC Employees	2	1	2	2	2	2
USPHS Soldiers	38	5	5	5	5	5
Tx Military Forces Soldiers	5	38	38	38	38	38
Total Site Staff	**168**	**161**	**211**	**159**	**198**	**168**
# Pts Entering Site	245	314	464	474	339	1836
# Pts LBR	4	1	9	5	12	31
# Pts Registered	230	309	453	435	318	1745
# Pts Exiting Site	206	298	358	425	305	1592
# Security Breaches (Registered - Exiting)	**24**	**11**	**95**	**10**	**13**	**153**
# Patients seen by Smoking Cessation	0	0	0	0	0	0
# Patients seen by Veterans Services	0	0	0	0	0	0
# Pts Seen in Vitals**	230	285	335	411	318	1579
# Medical Visits**	183	261	269	314	278	1305
# Pts Received Rx	30	36	30	48	18	162
# Dental Pts	0	0	0	0	0	0
# Pts Immunized	40	45	45	79	60	269
# Pts Sent to Isolation Area	4	2	6	2	3	17
# Referrals Given**	0	3	3	5	2	13
# Medical X-Rays**	0	0	0	0	0	0
# Drugs Prescribed**	60	62	50	61	39	272
# Immunizations Given**	78	127	128	204	129	666
# Dental Procedures Performed**	0	0	0	0	0	0
# Dental X-Rays**	0	0	0	0	0	0
# Diabetic Screenings**	176	289	274	311	162	1212
# Nutritional Assessments**	0	44	0	0	0	44
# Mental Health Services**	24	22	37	28	14	125
# Visual Screenings**	145	250	346	361	256	1358
# Eye Exams**	0	0	0	0	0	0
# Hearing Tests**	137	215	336	371	278	1337
# Social Services**	10	73	75	74	25	257
Total Services Provided	**1043**	**1631**	**1853**	**2140**	**1501**	**8168**
Total Patients Seen	**206**	**298**	**358**	**425**	**305**	**1592**

*Median values are provided for the following: local volunteers; LHD, DSHS, HHSC employees, TX military and USPHS soldiers, and total site staff.

**Denotes services included in "Total Services Provided"

Value of the Medical Exams Performed at OLS 2012, PSJA High School, San Juan, TX, Hidalgo County

ADULTS	Number of Medical Exams Provided				Cost Analysis			
	Basic Exam	Complex Exam	Extended Exam	Daily Total Exams	Basic Exam (99-202; $130)	Complex Exam (99-203; $185)	Extended Exam (99-204; $265)	Total Cost
Monday, July 23	43	60	20	123	$5,590.00	$11,100.00	$5,300.00	$21,990.00
Tuesday, July 24	65	92	16	173	$8,450.00	$17,020.00	$4,240.00	$29,710.00
Wednesday, July 25	82	71	18	171	$10,660.00	$13,135.00	$4,770.00	$28,565.00
Thursday, July 26	51	73	35	159	$6,630.00	$13,505.00	$9,275.00	$29,410.00
Friday, July 27**				0	$0.00	$0.00	$0.00	$0.00
error adjustment	305	0	0	305	$39,650.00	$0.00	$0.00	$39,650.00
total adult exams	546	296	89	931	$70,980.00	$54,760.00	$23,585.00	$149,325.00

*When a difference arose between the number of medical exams given by a site's physicians and the number of individual medical visits recorded from a site's exit station or bar coding system, the difference was recorded as an error adjustment and the higher number used in analysis.

** The diagnoses and procedures worksheets for Friday, July 27 were not provided to the HMOC, and data is not available for this day.

PEDIATRICS	Number of Medical Exams Provided				Cost Analysis			
	Basic Exam	Complex Exam	Extended Exam	Daily Total Exams	Basic Exam (99-202; $130)	Complex Exam (99-203; $185)	Extended Exam (99-204; $265)	Total Cost
Monday, July 23	24	12	11	47	$3,120.00	$2,220.00	$2,915.00	$8,255.00
Tuesday, July 24	56	18	14	88	$7,280.00	$3,330.00	$3,710.00	$14,320.00
Wednesday, July 25	36	15	33	84	$4,680.00	$2,775.00	$8,745.00	$16,200.00
Thursday, July 26	37	31	87	155	$4,810.00	$5,735.00	$23,055.00	$33,600.00
Friday, July 27**				0	$0.00	$0.00	$0.00	$0.00
total pediatric exams	153	76	145	374	$19,890.00	$14,060.00	$38,425.00	$72,375.00

** The diagnoses and procedures worksheets for Friday, July 27 were not provided to the HMOC, and data is not available for this day.

Total Basic Exams	Total Complex Exams	Total Extended Exams	**Grand Total Exams Given**	Total cost for basic exams	Total cost for complex exams	Total cost for extended exams	**Total Cost of Exams Provided**
699	372	234	**1,305**	$90,870.00	$68,820.00	$62,010.00	**$221,700.00**

These data are based on patient office visit codes for 2009 as follows:
99-202, Basic exam (ex. acute brief exam; single focus)
99-203, Complex exam (2-3 body systems)
99-204, Extended exam (history & all body sytems)

OLS 2012 Vaccine Usage at the PSJA MPOD, Hidalgo County, TX

Vaccine Type (Brand)	Number of Vaccines Administered						Dollar Amount*	Total Value	Administration Fee^
	23-Jul-12	24-Jul-12	25-Jul-12	26-Jul-12	27-Jul-12	TOTAL			
DTaP[1] (Tripedia)	0	0	0	0	0	0	$23.68	$0.00	$0.00
DTaP[1] (Daptacel)	1	4	6	9	5	25	$25.29	$632.25	$371.25
DTaP–Hep B–IPV[4] (Pediarix)	0	0	2	0	3	5	$70.72	$353.60	$74.25
DTaP–IPV/Hib[4] (Pentacel)	0	0	0	0	0	0	$80.43	$0.00	$0.00
DTaP-IPV[2] (Kinrix)	6	4	0	0	0	10	$48.00	$480.00	$148.50
Hep A,[5] pediatric (Havrix)	8	12	12	13	6	51	$28.74	$1,465.74	$757.35
Hep A,[5] pediatric (Vaqta)	0	0	0	0	0	0	$30.74	$0.00	$0.00
Hep B,[5] pediatric (Engerix-B)	2	5	4	6	3	20	$21.37	$427.40	$297.00
Hep B,[5] pediatric (Recombivax HB)	0	0	0	0	0	0	$23.58	$0.00	$0.00
Hib[5] (ActHIB)	1	3	8	3	4	19	$25.47	$483.93	$282.15
Hib[5] (Hiberix)	0	0	0	0	0	0	$22.83	$0.00	$0.00
HPV4[5] (Gardasil)	18	30	28	53	32	161	$130.27	$20,973.47	$2,390.85
IPV,[5] polio (Ipol)	2	8	3	13	8	34	$26.66	$906.44	$504.90
MCV4,[5] meningococcal (Menactra)	8	13	21	30	22	94	$109.66	$10,308.04	$1,395.90
MMR[1]	9	16	5	15	9	54	$52.07	$2,811.94	$801.90
PCV13[5], pneumococcal (Prevnar 13)	5	3	7	3	5	23	$120.95	$2,781.85	$341.55
RV1,[5] rotavirus (Rotarix)	0	0	0	1	3	4	$106.57	$426.28	$59.40
RV5,[5] rotavirus (Rota Teq)	0	0	0	0	0	0	$72.34	$0.00	$0.00
Td[3] (Decavac)	0	0	0	1	0	1	$21.15	$21.15	$14.85
Td[3] (Massachusetts Biological Laboratory)	0	0	0	0	1	1	$15.00	$15.00	$14.85
Tdap[1] (Adacel)	5	12	21	28	16	82	$39.93	$3,274.26	$1,217.70
Tdap[1] (Boostrix)	0	0	0	0	0	0	$37.55	$0.00	$0.00
Varicella[5] (Varivax)	13	17	11	29	12	82	$87.10	$7,141.79	$1,217.70
TOTAL Vaccines Administered	78	127	128	204	129	666	Total Value	$52,503.14	$9,890.10
# Individuals Vaccinated	40	45	45	79	60	269			
Avg Vaccines/Individual	1.95	2.82	2.84	2.58	2.15	2.48	**Grand Total Value**		**$62,393.24**

*The dollar amount for most vaccines was obtained from the CDC at http://www.cdc.gov/vaccines/programs/vfc/awardees/vaccine-management/price-list/index.html using the price list last updated on 7/6/12. For Tripedia (DTaP) and Hiberix (HiB) the price list last updated on 2/1/12 was used and for Decavac (Td) the price list last updated on 1/24/12 was used.

[1]Vaccine cost includes $2.25 dose Federal Excise Tax

[2]Vaccine cost includes $3.00 per dose Federal Excise Tax

[3]Vaccine cost includes $1.50 per dose Federal Excise Tax

[4]Vaccine cost includes $3.75 per dose Federal Excise Tax

[5]Vaccine cost includes $0.75 per dose Federal Excise Tax

^ A physician may charge $14.85 per dose of vaccine.

OLS2012 Daily Incident Summary for the Palmview MPOD, Hidalgo County, TX

Type of Data Collected	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	Total or Median*
Local Volunteers	135	120	100	83	105	105
LHD Employees	20	21	19	11	13	19
DSHS Employees	1	2	2	2	3	2
HHSC Employees	2	1	1	4	1	1
USPHS Soldiers	6	5	5	6	5	5
Tx Military Forces Soldiers	38	39	39	30	45	39
Total Site Staff	**202**	**188**	**166**	**136**	**172**	**172**
# Pts Entering Site	305	415	385	437	297	1839
# Pts LBR	7	10	17	1	4	39
# Pts Registered	296	301	278	317	196	1388
# Pts Exiting Site	250	274	267	307	186	1284
# Security Breaches (Registered - Exiting)	**46**	**27**	**11**	**10**	**10**	**104**
# Patients seen by Smoking Cessation	5	0	0	0	0	5
# Patients seen by Veterans Services	0	0	0	0	0	0
# Pts Seen in Vitals**	278	287	267	317	196	1345
# Medical Visits**	189	226	221	200	147	983
# Pts Received Rx	63	53	55	44	38	253
# Dental Pts	0	0	0	0	0	0
# Pts Immunized	77	74	70	73	54	348
# Pts Sent to Isolation Area	1	0	0	1	1	3
# Referrals Given**	28	14	65	42	32	181
# Medical X-Rays**	0	0	0	0	0	0
# Drugs Prescribed**	81	80	77	61	70	369
# Immunizations Given**	168	170	163	161	147	809
# Dental Procedures Performed**	0	0	0	0	0	0
# Dental X-Rays**	0	0	0	0	0	0
# Diabetic Screenings**	270	169	200	242	123	1004
# Nutritional Assessments**	181	95	68	164	30	538
# Mental Health Services**	17	22	1	0	33	73
# Visual Screenings**	193	215	201	211	130	950
# Eye Exams**	0	0	0	0	0	0
# Hearing Tests**	112	224	210	210	138	894
# Social Services**	82	142	58	62	59	403
Total Services Provided	**1599**	**1644**	**1531**	**1670**	**1105**	**7549**
Total Patients Seen	**250**	**274**	**267**	**307**	**186**	**1284**

*Median values are provided for the following: local volunteers; LHD, DSHS, HHSC employees, TX military and USPHS soldiers, and total site staff.

**Denotes services included in "Total Services Provided"

Value of the Medical Exams Performed at OLS 2012, Palmview High School, Mission, TX, Hidalgo County

ADULTS	Number of Medical Exams Provided				Cost Analysis			
	Basic Exam	Complex Exam	Extended Exam	Daily Total Exams	Basic Exam (99-202; $130)	Complex Exam (99-203; $185)	Extended Exam (99-204; $265)	Total Cost
Monday, July 23	40	52	31	123	$5,200.00	$9,620.00	$8,215.00	$23,035.00
Tuesday, July 24	34	51	54	139	$4,420.00	$9,435.00	$14,310.00	$28,165.00
Wednesday, July 25	43	36	44	123	$5,590.00	$6,660.00	$11,660.00	$23,910.00
Thursday, July 26	32	48	28	108	$4,160.00	$8,880.00	$7,420.00	$20,460.00
Friday, July 27	23	38	14	75	$2,990.00	$7,030.00	$3,710.00	$13,730.00
error adjustment		0	0	0	$0.00	$0.00	$0.00	$0.00
total adult exams	172	225	171	568	$22,360.00	$41,625.00	$45,315.00	$109,300.00

*When a difference arose between the number of medical exams given by a site's physicians and the number of individual medical visits recorded from a site's exit station or bar coding system, the difference was recorded as an error adjustment and the higher number used in analysis.

PEDIATRICS	Number of Medical Exams Provided				Cost Analysis			
	Basic Exam	Complex Exam	Extended Exam	Daily Total Exams	Basic Exam (99-202; $130)	Complex Exam (99-203; $185)	Extended Exam (99-204; $265)	Total Cost
Monday, July 23	32	13	21	66	$4,160.00	$2,405.00	$5,565.00	$12,130.00
Tuesday, July 24	23	15	49	87	$2,990.00	$2,775.00	$12,985.00	$18,750.00
Wednesday, July 25	33	23	42	98	$4,290.00	$4,255.00	$11,130.00	$19,675.00
Thursday, July 26	40	28	24	92	$5,200.00	$5,180.00	$6,360.00	$16,740.00
Friday, July 27	25	32	15	72	$3,250.00	$5,920.00	$3,975.00	$13,145.00
total pediatric exams	153	111	151	415	$19,890.00	$20,535.00	$40,015.00	$80,440.00

Total Basic Exams	Total Complex Exams	Total Extended Exams	**Grand Total Exams Given**	Total cost for basic exams	Total cost for complex exams	Total cost for extended exams	**Total Cost of Exams Provided**
325	336	322	**983**	$42,250.00	$62,160.00	$85,330.00	**$189,740.00**

These data are based on patient office visit codes for 2009 as follows:
99-202, Basic exam (ex. acute brief exam; single focus)
99-203, Complex exam (2-3 body systems)
99-204, Extended exam (history & all body sytems)

OLS 2012 Vaccine Usage at the Palmview MPOD, Hidalgo County, TX

Vaccine Type (Brand)	Number of Vaccines Administered						Dollar Amount*	Total Value	Administration Fee^
	23-Jul-12	24-Jul-12	25-Jul-12	26-Jul-12	27-Jul-12	TOTAL			
DTaP[1] (Tripedia)	0	1	0	0	0	1	$23.68	$23.68	$14.85
DTaP[1] (Daptacel)	0	0	1	2	5	8	$25.29	$202.32	$118.80
DTaP–Hep B–IPV[4] (Pediarix)	2	1	1	1	0	5	$70.72	$353.60	$74.25
DTaP–IPV/Hib[4] (Pentacel)	0	0	0	0	0	0	$80.43	$0.00	$0.00
DTaP-IPV[2] (Kinrix)	5	7	4	4	0	20	$48.00	$960.00	$297.00
Hep A,[5] pediatric (Havrix)	0	0	0	0	0	0	$28.74	$0.00	$0.00
Hep A,[5] pediatric (Vaqta)	9	22	13	10	9	63	$30.74	$1,936.90	$935.55
Hep B,[5] pediatric (Engerix-B)	1	6	5	2	5	19	$21.37	$406.03	$282.15
Hep B,[5] pediatric (Recombivax HB)	0	0	0	0	0	0	$23.58	$0.00	$0.00
Hib[5] (ActHIB)	2	5	3	3	4	17	$25.47	$432.99	$252.45
Hib[5] (Hiberix)	0	0	0	0	0	0	$22.83	$0.00	$0.00
HPV4[5] (Gardasil)	50	33	49	51	39	222	$130.27	$28,919.94	$3,296.70
IPV,[5] polio (Ipol)	0	7	3	3	5	18	$26.66	$479.88	$267.30
MCV4,[5] meningococcal (Menactra)	41	25	28	28	26	148	$109.66	$16,229.68	$2,197.80
MMR[1]	7	12	14	10	7	50	$52.07	$2,603.65	$742.50
PCV13[5], pneumococcal (Prevnar 13)	4	7	4	4	4	23	$120.95	$2,781.85	$341.55
RV1,[5] rotavirus (Rotarix)	0	0	0	0	0	0	$106.57	$0.00	$0.00
RV5,[5] rotavirus (Rota Teq)	0	0	0	0	0	0	$72.34	$0.00	$0.00
Td[3] (Decavac)	0	0	0	0	0	0	$21.15	$0.00	$0.00
Td[3] (Massachusetts Biological Laboratory)	0	0	0	0	0	0	$15.00	$0.00	$0.00
Tdap[1] (Adacel)	0	0	0	0	0	0	$39.93	$0.00	$0.00
Tdap[1] (Boostrix)	28	18	22	25	22	115	$37.55	$4,318.25	$1,707.75
Varicella[5] (Varivax)	19	26	16	18	21	100	$87.10	$8,709.50	$1,485.00
TOTAL Vaccines Administered	168	170	163	161	147	809	Total Value	$68,358.27	$12,013.65
# Individuals Vaccinated	77	74	70	73	54	348			
Avg Vaccines/Individual	2.18	2.30	2.33	2.21	2.72	2.32	**Grand Total Value**		**$80,371.92**

*The dollar amount for most vaccines was obtained from the CDC at http://www.cdc.gov/vaccines/programs/vfc/awardees/vaccine-management/price-list/index.html using the price list last updated on 7/6/12. For Tripedia (DTaP) and Hiberix (HiB) the price list last updated on 2/1/12 was used and for Decavac (Td) the price list last updated on 1/24/12 was used.

[1]Vaccine cost includes $2.25 dose Federal Excise Tax

[2]Vaccine cost includes $3.00 per dose Federal Excise Tax

[3]Vaccine cost includes $1.50 per dose Federal Excise Tax

[4]Vaccine cost includes $3.75 per dose Federal Excise Tax

[5]Vaccine cost includes $0.75 per dose Federal Excise Tax

^ A physician may charge $14.85 per dose of vaccine.



Preparing the Nation Through Training

Texas A&M Engineering Extension Service (TEEX) was established in 1998 to enhance the capabilities of emergency responders and local officials to prepare for, respond to, and recover from catastrophic events resulting from natural events, man-made accidents, or terrorist attacks. Congressionally mandated and partially funded by the U.S. Congress, TEEX was the founding member of the **National Domestic Preparedness Consortium (NDPC)**. Since its inception, TEEX has provided local, state, and federal jurisdictions with high-quality, hands-on, scenario-driven leadership training, exercises, and technical assistance.

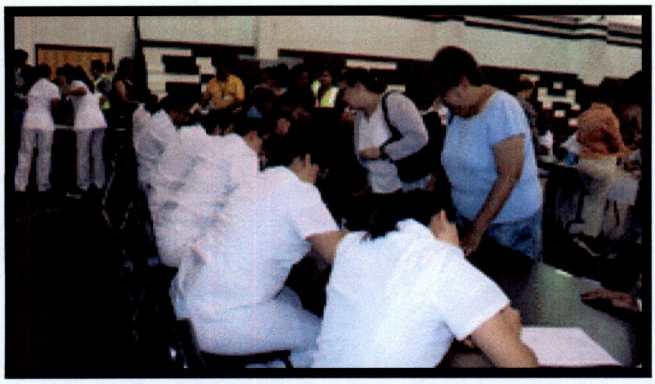
TEEX clients and customers include state and federal agencies, municipal and county governments, private industries, public school systems and university campuses, law enforcement agencies, emergency medical services, fire departments, public works departments, utility companies, and public health agencies. Since 1998, TEEX has provided training for more than 368,900 responders in over 8,100 jurisdictions in all 50 states, U.S. territories, and the District of Columbia.

The preceeding article was published in the TEEX A&M Engineering Extension Service:

2012 Strategic National Stockpile Exercise

Dispenses "medication" to 780 people in One Hour

(see next page)



Strategic National Stockpile

exercise dispenses "medication" to 780 people in one hour

Recent reports of a new SARS-like virus reinforce the importance of training and exercises for rapidly distributing vaccines or other medications to large groups of people.

TEEX recently facilitated and evaluated a Strategic National Stockpile (SNS) Exercise at the Pharr-San Juan-Alamo (PSJA) High School in Pharr, Texas. The mission of the Strategic National Stockpile Program is to ensure the availability and rapid deployment of life-saving pharmaceuticals, medical supplies, and equipment necessary to counter the effect of biological, chemical, nerve agents and in naturally occurring disasters like public health pandemics, said **Gary Meaney,** Training Manager with TEEX Emergency Services Training Institute. The Centers for Disease Control and Prevention (CDC) require such exercises be held every five years, he added.

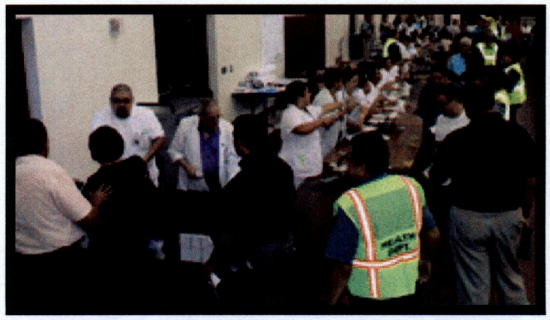
This exercise tested the Hidalgo County Health and Human Services Department's (HCHHSD) local SNS plan. Performance measures tested included notification, activation, staffing, training and assembly of personnel and equipment to be operational within a targeted timeframe. This exercise utilized a unique software and a scanning process developed by the Hidalgo County Health and Human Services Department which captures in real-time a person's arrival, registration, dispensing of medication and departure from the Point of Dispensing (POD) facility. While the department's SNS plan for the Point of Dispensing site called for registering and dispensing medication to 500 people per hour (the CDC standard), they successfully processed 780 people in an hour, Meaney said.

(In photos, citizens 'register' as part of Strategic National Stockpile exercise in Pharr, TX.)

Additional exercise participants included Valley Grande Institute, RGV Careers, and South Texas College, Texas Military Forces, Texas National Guard, Hidalgo County Emergency Management and Safety, and University of Texas-Pan American.

The Strategic National Stockpile (SNS) is a national supply of antibiotics, chemical antidotes, antitoxins, anti-virals, life support medications, intravenous administration supplies, airway maintenance supplies, and medical and surgical material, for use in a biological or terrorism incident or with any other major public health emergency.

Hidalgo County Health and Human Sevices Department's has partnered with Independent School Districts (ISD). within Hidalgo County to participate with the Strategic National Stockpile (SNS). The school districts play a major role assisting Hidalgo County when planning for mass vaccination for all residents of Hidalgo County. The school sites are utilized as Points of Dispensing (PODs) where the public may access vaccinations during a public health threat.



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GOOD STORY

Exercise Planning and Program Management: Operation Lone Star 2011 – H1N1 Mass Prophylaxis Full-Scale Exercise

SUMMARY

During the week of July 25 to July 29, 2011 and in conjunction with Operation Lone Star, the Hidalgo County Health and Human Services Department conducted a Full Scale Exercise (FSE) of two Mass Prophylaxis Points of Distribution (POD) using an H1N1 Pandemic Influenza scenario and Master Scenario Evaluation List (MSEL) injects. Operation Lone Star is a two week event that has been conducted annually for the past 12 years in the Lower Rio Grande Valley which exercises medical readiness while providing over 13,000 free medical services to people in South Texas. Hidalgo County provides services during week one that include health screenings and treatments, immunizations, student physicals, hearing and vision exams, behavioral health evaluations and provision of a limited pharmacy. Operation Lone Star is a joint project of the Texas Department of State Health Services, the United States Public Health Service, the Texas Military Forces, and various Hidalgo County agencies. Other participants include public school districts, nursing students, EMS, law enforcement, civilian volunteers, businesses, and non-profit organizations from Hidalgo County. It is considered the largest non-emergency humanitarian effort of its kind in the United States. Information was also provided and referrals were made by on-site healthcare providers for follow up treatment and for a wide variety of programs and social services to include: Texas Medicare; Children's Health Insurance Program (CHIPS); mental and behavioral health; support for families of children with disabilities, chronic illnesses or other special needs; Women, Infants, and Childrens (WIC) Program, and indigent healthcare programs.

BACKGROUND

On July 20th, 2011, one week prior to Operation Lone Star 2011, the Hidalgo County Health and Human Services Department conducted a one day Table Top Exercise to familiarize participants with the H1N1 Pandemic Influenza scenario and the potential situations that would require coordination and decision making between agencies. The agencies participating in the Table Top Exercise were the Hidalgo County Emergency Operations Center, the Hidalgo County Health and Human Services Department, the La Joya Independent School District, Pharr San Juan Alamo Independent School District, the Texas Department of State Health Services Public Health Region 11, Hidalgo County Budget and Management Office, local EMS, and the Hidalgo County Sheriff's office. During the Table Top Exercise, participants were organized into work groups by POD site, and by agency roles, and were asked to discuss and subsequently present a group solution to a particular exercise inject. As a result of the Table Top Exercise, each participating agency within Hidalgo County established a functional working relationship with their operational counterparts. The Table Top Exercise laid the groundwork for continuity of operations between agencies for the upcoming Operation Lone Star 2011 and the H1N1 Pandemic Influenza FSE.

FULL SCALE EXERCISE OBJECTIVES

- Identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related planning and implementation shortfalls
- Identify gaps related to mass vaccination communications both in message and in delivery systems: pre mass vaccination campaign, during and post mass vaccination campaign
- Identify gaps in pandemic response capabilities including, but not limited to, implementation of mass vaccination campaigns at local levels
- Identify gaps related to coordination with all other agencies and organizations required to operate a mass prophylaxis site
- Identify gaps related to initiating call down lists for mass prophylaxis site staffing
- Identify gaps related to mass prophylaxis site operations ensuring sites are established in accordance with appropriate plans and MOUs.

DESCRIPTION OF THE MASS IMMUNIZATION POINT OF DISTRIBUTION (POD) SITE

General:

The Hidalgo County Health and Human Services Department set up two mass prophylaxis sites for Operation Lone Star. The physical facilities for the POD sites were provided by two school districts: La Joya Independent School District and Pharr San Juan Alamo Independent School District. One POD site was at the Palmview High School in Mission, Texas and the second POD site was at Pharr-San Juan-Alamo (PSJA) High School located in San Juan, Texas. The high schools are existing SNS POD sites for dispensing. The physical layout of the Palmview High School POD site included the school gymnasium and the class rooms in the Career and Technology buildingthe building that are located behind the gymnasium. The Pharr San Juan Alamo High School utilized two gymnasiums, and various adjacent classrooms within the school's main floor area.

Incident Command Posts (ICP):

The ICP's were set up in both POD sites.

The Incident Commander was supported by a Safety Officer, Security Officer, Public Information Officer from the Hidalgo County Health and Human Services Department, and a Public Information Officer from the U.S. Public Health Service. The Incident Command staff included a Logistics Section, a Planning Section, an Operations Section, a Visual Triage and Isolation Supervisor, an Administrative and Finance Section, and a Time Unit Supervisor. Remote cameras were connected to WebEOC and enabled the Incident Command Post to observe activities at the gymnasium entrance and within the gymnasium.

GOOD STORY



Incident Command Post Teleconference with representatives from the Texas Military Forces and the United States Public Health Service at La Joya ISD

Teleconferences were held twice daily by the Operational Lone Star 2011 Command Post at the Headquarters of Health Service Region 11 and included: the Texas Department of State Health Services in Austin, Texas; the Hidalgo County Emergency Operations Center; the Hidalgo County Health and Human Services Emergency Operations Center; the Palmview High School POD's Incident Command Post, and the PSJA High School POD's Incident Command Post.

Planning Section:
The the Planning Section Chiefs coordinated with the the igh chool custodial staff to set up the tables and chairs in the high school gymnasium and in the medical wing. The planning section supervised communications and the WebEOC Situation Units that were located in the Incident Command Posts.

Operations Section:
The Operation Chiefs were responsible for managing the initial entry point for clients at the entrance to the gymnasiums. The client flow with controlled ingress and egress was directed and controlled by members of the Texas Military Forces. Security was provided by the District Police Departments, and the Hidalgo County Constable and Hidalgo County Sheriff's Office. However, in spite of these escort and security measures, some clients exited the process without being checked out by the POD staff and without turning in their individual medical folders.

GOOD STORY



Lines formed early at the Palmview High School Gymnasium



Waiting area in the gymnasium foyer

The waiting areas in the gymnasiums provided seating areas for clients to sit down as they were waiting to start the registration process. Lines began to form in front of the gymnasiums well before sunrise. Clients were admitted to the gymnasiums foyer promptly at 8:00 a.m. Once the sites opened, clients were moved inside as quickly as possible due to the July hot weather conditions. As clients entered the gymnasium foyer, EMTs and Paramedics performed a visual triage. Those clients with evidence of (or with) visible signs of illness were separated and directed to an isolation area where they had a temporal thermometer scan and a quick medical triage. If indicated, a respiratory mask was given to the client.

A Tyvek wrist band with a bar code was placed on the wrists of those clients with no apparent signs of illness . Tyvek wristbands offer a cost effective and simple solution for entry control, visitor management, exit control and capturing critical data.. Only clients wishing to receive services were banded. The bar code on the wrist band was scanned and the data was entered into a laptop computer that was connected to a master data base server at the Hidalgo County Health and Human Services Department . The ICP commander could then track the location and number of clients as they registered in the gymnasium and moved from station to station within the gymnasium and to the medical screening and immunization stations At the last station a final wrist band scan was done to check the client out of the POD. The individual medical record folder was then collected and filed by the POD staff.

GOOD STORY

Gym Wing Supervisor:
Operation Lone Star 2011 Registration and Consent for Uncompensated Care



Wrist band scanning for client registration



Medical histories and screening in the high school gymnasium

As clients entered the gymnasium their wrist bands were scanned again and each person received a folder of forms for registration, interview, medical screening and record of physical exam and general consent forms. The General Consent form was consent for uncompensated care and stated that Operation Lone Star was a volunteer project and that a health care volunteer was immune from civil liability as long as actions taken were in good faith and within the scope of duties of the organization providing the services. Groups of clients were escorted from the waiting area and seated in bleachers in the gymnasium to wait their turn for registration. Registration tables were set up in the gymnasium and entire families were interviewed together. Bilingual interviews were conducted to record health histories and medical concerns. Measurements of vital signs, blood sugar for diabetes and blood pressure/pulse were made at the "Vital Signs" tables before clients were referred for additional services. The Medical Director wrote a standing order for vital signs.

Hidalgo County Health and Human Services Department Standing Delegation for Vital Signs

For all nurses and volunteers: Any client with any of the following (with or without signs/symptoms) must be routed to a physician immediately:

- Fasting or Random Blood Sugar of (FBS/RBS) 300 or greater
- Systolic Blood Pressure of 170 (170/) or greater
- Diastolic Blood Pressure of 100 (/100) or greater
- Pulse greater than 100
- Temperature greater than 101.4

Wellness Survey

The wellness survey stated that information could be provided about the following:
Do you worry about family and friends that have a lot of stress?
Do you get enough exercise?
Do you have trouble sleeping?
Would you like information about how you and your family can eat healthier?
Do you worry that you or someone you are close to smokes too much?
Do you worry that you or someone you are close to drinks too much?
Do you feel connected to your family, friends or community?

Health Education Task Force Leader

In addition to registration, health education stations were set up in the gymnasium and were staffed by educators for diet, nutrition and diabetic education; heart health; smoking cessation; Veterans Affairs; hemoglobin testing, and veterinary medicine.



Faculty and vocational nursing students from the South Texas College and Rio Grande Valley Careers, and Valley Grande Institute helped staff the different stations and scan client wrist bands.

Once initial screening was completed and after clients had visited the health education stations, wrist bands were scanned and clients were checked out of the gymnasium. Military staff and or students from high school Junior ROTC escorted clients from the school gymnasium to the Medical Wing..

Medical Wing:

The classrooms were used for the immunization station, medical exam rooms, hemoglobin testing, vision screening, hearing screening, the pharmacy, wellness screening, speech development, and social services. The Incident Command Post and the Texas Military Forces Command Post were also set up in adjoining classrooms in this area. Evaluations by specialists for physical, mental and emotional health were available at no charge. Prescriptions of select prescription medications were filled at no cost to the client in the on-site pharmacy. Prescriptions could also be filled at discounted rates with participating pharmacies if the medications needed were not available on-site. Healthcare providers offered evaluations and/or assistance for a wide variety of services including school physicals, vision, hearing, low cost prescription resources, 211 registration, and contact information for low cost health care. The following rooms were set up in the Medical Wing:

Immunization Station

Clients could take advantage of free immunizations for infants, children and adults. Clients completed immunization registration and patient consent forms. The Texas Vaccines for Children Program evaluated patient eligibility and the source of funds for the Texas Department of State Health Services to be reimbursed for vaccines. The Department of State Health Services Immunization Branch Adult Safety Net Vaccination Program determined and recorded eligibility of adults receiving vaccine supplied by the Texas Department of State Health Services. Verification of responses was not required and it is a self-declaration of eligibility by the adult presenting for services. The staff completed a daily immunization program clinical evaluation form that recorded the number and types of vaccines that were administered. All immunizations were entered into the Texas Immunization Registry, i.e. *"ImmTrac."* This is a free and confidential statewide registry designed and maintained by the Texas Department of State Health Services to consolidate immunization records from multiple providers and store immunization information electronically in one secure central system. ImmTrac offers physicians and other healthcare provider's easy access to patient immunization history.

Vision Room

The Healthy Eyes Eyeglasses Program provided eyeglasses only to those clients who qualified. The client had to present a copy of their current eye prescription that must be less than one year old. Age-related macular degeneration was assessed during vision evaluations by Valley Vitro Retinal Consultants and Valley Retina Institute.

Hidalgo County Women's and Infant's Program and Hemoglobin Screening

The Special Supplemental Nutrition Program for Women, Infant and Children, popularly known as WIC, is a nutrition program that helps pregnant women, new mothers, and young children eat well, learn about nutrition, and stay healthy. WIC provides nutrition education and counseling, nutritious foods, and help accessing health care to low-income women, infants, and children. A hemoglobin determination could be made by physician referral to detect anemia, i.e., low-iron levels in the blood according to WIC standards

Hearing Room

The hearing room was staffed by an audiologist and an assistant. A portable device was used to screen the hearing for those clients who chose this service. An office inside of the hearing screening classroom was used as a quiet environment for the hearing screening. The hearing screening results were provided to clients for their use for follow up with a hearing aid service.

Pediatric Speech, Physical, Occupational Screening

Speech screening was available upon request to evaluate age appropriate reception, expression, articulation, voice, and fluency for children who were 1 to 6 years of age.

Medical Wing staffed by the Texas Military Forces and United States Public Health Service Per POD site:

- **7 Medical Exam Rooms**
- **1 Medical Exam Room - Behavioral Health (USPHS)**
- **2 Medical Exam Rooms – Physiologists (USPHS)**

There were seven Medical Exam rooms, a Medical Exam Room for Behavior Health, and two Medical Exam Rooms for Physiologists. The medical exam rooms were staffed by members of the United States Public Health Service (USPHS) and the Texas State Guard (TSG). Picture of healthcare providers is shown on the right.



Group Picture of the healthcare providers from the Texas Military Forces and the United States Public Health Service at La Joya ISD POD

Texas Military Forces (75 members)

The Medical Brigade was led by Brigadier General Luis Fernandez, M.D. who also saw clients in the medical exam rooms at one POD site. Other members included: MDs, RNs, LVNs, Pharmacist and Pharmacy Techs, EMT-P, supply, and Infection Control.

Texas United States Air Force Reserve

The Texas USAF Reserve provided satellite Communication and Information Technology.

United States Public Health Service Federal Task Force (25 Members)

The USPHS provided MDs, a DVM, NPs, RNs, Social Workers, Psych-MD, Psychologist, Nutritionist, Physiologist, Pharmacists and Social Services. They were supported by the American Red Cross and the school districts.

Credentialing

The Texas Medical Brigade of the Texas Military Forces and the members of the United States Public Health Service provided healthcare professionals for medical screening, immunizations, and dispensing of pharmaceuticals for prescriptions written by healthcare providers within the POD. The Texas Department of State Health Services, Health Service Region 11, Medical Director wrote a standing order for vital signs and authorized local pharmacies within Hidalgo County to honor prescriptions written by the physicians from the Texas Medical Brigade and the U.S. Public Health Service during medical screening at each POD.

Pastoral Services

The Texas State Guard Chaplain was available for pastoral counseling. Literature was also provided for the clients who wished to access it free of charge.

Pharmacy Room (USPHS and TXSG)

The prescription room included an extensive formulary for follow up prescriptions written on site at no cost to the client. Pharmacists and pharmacy technicians were provided by the United States Public Health Service and the Texas State Guard.

Social Services and Wellness Room

- The Hidalgo County Health and Human Services staffed the Social Services room. Information and consultation was provided for baby shots (Immunizations), income guidelines for Children's Health Insurance Program (CHIP) and Children's Medicaid. Both programs cover office visits, prescription drugs, dental care, eye exams, glasses, and much more.

- Information was provided for services for pregnant women and children under 18 years of age; services for autism; services to children from birth to 3 years of age; services to clients in their homes, and the Texas Parent to Parent program which provides support and information for families of children with disabilities, chronic illness and other special needs. The names of agencies and points of contact for referrals were also provided upon request.

- Information was also provided for prescriptions services, protective services, radiation treatment, senior services, social security, long term care, TB disease, STD-HIV reporting, transportation, housing/shelters and aides, and alternate resources, such as Catholic Charities, Salvation Army, VA Benefits, VA Homeless Program, VA Hospital, and Hidalgo County Indigent Program.

STAR Emergency Medical Services

Backup and on site Emergency Medical Treatment EMT was available all day and throughout the exercise and included EMS trained personnel with a designated EMT room and an

ambulance parked on site. Several emergency transports to local hospitals occurred during Operation Lone Star 2011

Healthcare Providers and Services - Lower Rio Grande Valley

Representatives from the following private healthcare providers were on-site to coordinate referrals for follow-up health care or counseling:

- ABC Pediatric Rehabilitation & Autistic Development Center, Edinburg, Texas
- Children's Day & Night Family Clinic, Pharr, Texas
- Dynamic Children Therapy Service, McAllen, Texas
- Kool Smiles Pediatric Dentistry Community Educator, McAllen, Texas
- Molina Health Care of Texas, Children's Health Insurance Program (CHIP)
- Nuestra Clinica Del Valle (Family Practice), Mission, Texas
- Valley Vitro Retinal Consultants (vision and glaucoma screening), Mission, Texas
- Valley Retina Institute, McAllen, Texas
- Mission Hospital, Mission Texas
- Texas Tropical Behavioral Health, Edinburg, Texas
- Weslaco Medical Reserve Corps, Weslaco Texas
- Texas Health and Human Services Commission

Other Local, County or Businesses

- **Water Mill Express, McAllen, TX**
- **TX AgriLife Extension Services, Edinburg, TX**
- **Hidalgo County Safety Department, Edinburg, TX**

Check Out Station.

At end of the final visit, the client's wrist band was scanned, all documents were retrieved, and the client was checked out of the POD. Wrist bands were removed and placed in the clients medical folder for medical record storage. The wrist band scanning process captured the time of initial entrance, the progressing time through the various POD stations, the services received, and the actual exit time of the client from the site.

DESCRIPTION OF THE H1N1 FULL SCALE EXERCISE (FSE)

Exercise Development

The full scale exercise for the mass prophylaxis point of distribution sites was developed by the Hidalgo County Health and Human Services Department (HCHHSD). The exercise developers used the information already written in existing H1N1 and Mass Prophylaxis contingency plans to set up the Point of Distribution (POD) as a mass prophylaxis site. The HCHHSD developed an organizational diagram and designated personnel to serve as section chiefs within the POD.

The National Incident Management System (NIMS) was used for command and control. The Incident Commander and the Incident Commander Deputy supervised the POD staff and provided the necessary briefings and just-in-time training for volunteers who manned various stations within the POD. The Incident Commander was assisted by representatives from the United States Public Health Service (USPHS) and the Texas Military Forces (TMF) who served as points of contact for their respective organizations.

Scenario and Exercise Conduct

Although the exercise start date was July 25, 2011; the timeline for the national exercise scenario was backdated to July 9, 2009. A newspaper reported that five people had died the previous month from the H1N1 swine flu in Hidalgo County, this is the highest number of cases in Texas. Many of the residents in Hidalgo County live in unincorporated communities called *Colonias* (neighborhoods) along the Texas/Mexico border. *According to the Texas Secretary of State,* Hidalgo County has 942 colonias which is the highest for any county in the state. These neighborhoods might lack water and sewer systems, sanitary housing and access to basic medical services. The scenario script continued to be developed with announcements of events as they unfolded, i.e., on August 10, 2010 the World Health Organization declared a post-pandemic period; and on September 8, 2010 the virus was reported as passing from human to human without contact with pigs. The timeline of scenario events continued to build in intensity until Hidalgo County finds it necessary on October 17, 2011 to initiate mass prophylaxis operations for the pandemic strain of Novel H1N1 for the people in South Texas.

Exercise Evaluation Standard

The following FEMA Exercise Evaluation Guides (EEGs) were used as the evaluation standard for the full scale exercise. The EEGs were applicable for establishing POD communications, staffing, and setting up the POD Incident Command Post, emergency public information, and mass prophylaxis operations during the H1N1 Pandemic Influenza FSE:

- Communications
- Emergency Operations Center Management
- Emergency Public Information and Warning
- Mass Prophylaxis – Staff Call-Down Drill
- Mass Prophylaxis

The FEMA EEG for Mass Prophylaxis includes the following capability descriptions and capability outcomes and has seven activities:

- Capability Description:
  Mass Prophylaxis is the capability to protect the health of the population through administration of critical interventions (e.g., antibiotics, vaccinations, antivirals) to prevent the development of disease among those who are exposed or potentially exposed to public health threats. This capability includes the provision of appropriate follow-up and

monitoring of adverse events, as well as risk communication messages to address the concerns of the public.

- Capability Outcome:
  Appropriate drug prophylaxis and vaccination strategies are implemented in a timely manner upon the onset of an event to prevent the development of disease in exposed individuals. Public information strategies include recommendations on specific actions individuals can take to protect their family, friends, and themselves.
- Activities within the Mass Immunization site:
  - Activity 1: Direct Mass Prophylaxis Tactical Operations
  - Activity 2: Activate Mass Prophylaxis
  - Activity 3: Conduct Triage for Symptoms
  - Activity 4: Conduct Medical Screening
  - Activity 5: Conduct Mass Dispensing
  - Activity 6: Adverse Events Monitoring
  - Activity 7: Demobilization

H1N1 Full Scale Exercise (FSE) Master Scenario Event List (MSEL) Injects

The scenario for the H1N1 FSE was the same as the scenario for the earlier Table Top Exercise that was conducted on July 20, 2011. The MSELs and injects for the FSE were a follow on to the TTE. Since the full scale exercise was being conducted simultaneously with Operation Lone Star and lasted for a full week with real (not simulated) clients, every effort was made by the evaluators to not interrupt the actual operational flow within the POD during the reception and screening of clients. MSEL injects were focused on key events that had to take place for the smooth operation of the POD. The evaluators observed the actions being taken by the County Health Department staff who were supervising the operation of the various sections within the POD and not on members of any other support entity. This approach was necessary to allow the staff to realize the maximum benefit of the full scale real-time operation of an H1N1 POD without unnecessary interruptions to discuss national events. Observations, questions, interviews and indicated mentoring that resulted from actions taken in response to a specific MSEL event were directed towards the ICP commander and/or the deputy at a time that was convenient for them.

MSELs were selected by the Observer/Controllers (OCs) that most closely matched the actual ebb and flow of an H1N1 mass prophylaxis site. Other MSELs were more appropriate to the Hidalgo County Emergency Operations Center and the Hidalgo County Health and Human Services Department and were not used at the PODs. The written After-Action Report was therefore a commentary on the actions taken by the POD staff in response to a specific MSEL inject during a five day period. Evaluator observations of events were in real-time, rather than by the injection of a national event associated with the H1N1 scenario script. If a scripted scenario

event was unlikely to occur at the POD site, but was selected for evaluation, the appropriate POD staff member was interviewed to determine what the response would be to that event. For example: "What would you do in the event of a power failure?" The initial response often prompted additional questions that provided the evaluators with a more complete understanding of the individual's knowledge and understanding of his role in the application of that portion of the plan to the situation.

Communications

The POD staff used rechargeable "Walkie-talkie" radios for communication within the POD. External communications with the Hidalgo County Health and Human Services Emergency Operations Center was accomplished with a version of Web EOC and hand held communications devices. Although many of the players had cell phones, poor signal strength within the high school classrooms made cell phones an unreliable means of communication. The Texas Military Forces set up a satellite communications systems that had both a land line and a wireless internet component. This system worked well, until the last day of the exercise when sun spot activity blocked out the satellite signal. At this time land line telephone lines and internet connections were used that were located next to the Incident Command Post. Daily teleconferences took place at 10:30am and 4:00pm and were led by the Health Director of the Texas Department of State Health Services Public Health Region 11.



Texas State Guard briefs Eduardo Olivarez, Hidalgo County Health and Human Services on the satellite communications system



Texas State Guard demonstrates the wireless internet router and the land line telephone for the satellite communications system

OPERATION LONE 2011 STAR POD SUMMARY

Hidalgo County Health and Human Services Department Diagnostic Services Provided:

Code	Diagnosis		Code	Diagnosis		Code	Diagnosis		Physical
706.1	Acne		692.0	Dermatitis - Contact		724.2	Lumbago		**Exams**

477.9	Allergic- Rhinitis		558.9	Diarrhea		278.0	Obesity		Well Adult
285.9	Anemia		719.4	DJD		381.0	Otitis Externa		Well Child/
300.0	Anxiety		230.0	DM-Insulin		382.0	Otitis Media		Sports
493.9	Asthma		250.0	DM-Oral		427.9	Palpitations		
466.0	Bronchitis		780.6	Fever		848.9	Sprain/Strain		
556.9	Colitis		535.5	Gastritis		244.0	Thyroid		
564.0	Constipation		533.8	GERD		305.1	Tobacco use		
311.0	Depression NOS		307.8	Headache		465.9	URI		
691.8	Dermatitis- Eczema		401.9	HTN		595.0	UTI		
110.5	Dermatitis - Fungal		272.0	Hypercholesteralemia		V41.0	Vision		

Service Counts for Hidalgo County Mass Prophylaxis POD Sites:

Service	*Pharr San Juan Alamo ISD PSJA High School*	*La Joya ISD Palmview High School*
Mental/Behavioral Health	6	
Diabetic Screening	1104	835
Eye Screening	827	325
Hearing Screening	791	
Heart Disease Information		5
Medical Services	2055	1746
Clients Immunized	776	910
Vaccine Doses Administered	1553	1784
Nutrition/Diabetic Education	194	484
Poison Control	1	1
Smoking Cessation	194	5
Veteran's Affairs		2
Vital Statistics	1537	1193

H1N1 FULL SCALE EXERCISE OBSERVATION SUMMARY AND RECOMMENDATIONS

Sustain: The "Big Things"

- The POD Plan
- Layout of the POD in the Palmview HS
- Client flow through check in tagging, medical Screening, Medical Building services, and check out
- Core HCHHSD Staffing and volunteer staffing, i.e. sources of volunteers, volunteers may not always show up, priority for realigning available staffing with what you have at the time

Improve: The "Details"

- Source of core staffing and volunteers, i.e. where do volunteers come from and what circumstances would cause them not to show up when needed
- Quantity and types of medical equipment, i.e. what shortages occurred during POD operation and what are the sources of additional equipment
- Quantity and types of communications equipment used and what additional communications equipment and capability was needed, i.e. active landlines and internet outlets in rooms used by the POD staff and for POD services
- Choices for redundant communications support, i.e. sources and availability of satellite, communications trailers, communications vans, and Ham radios with operators, etc.
- Prepositioned vaccine supplies, i.e. are supplies available and in the quantities needed
- Prepositioned formulary, i.e. are quantities adequate and what are sources of resupply
- Source and adequacy of backup power, i.e. generators and light sets with operators

Quick Fix: Review "The Process" and fix what can be fixed now! *What did not work and what needs to be done to fix it, i.e. what adjustments or changes were made in the POD Plan and why?*

- Client registrations did not equal exit count, i.e. clients leaving without tagging out and not leaving medical folders – document. What procedural changes can be made in the plan?
- Communication and coordination between key staff members left gaps, i.e. what was done in the current shift and what needed to be done during the follow-on shift? How best to relay information during shift changes with a limitation imposed by an 8 hour work day during a 12 hour plus POD operation?
- Shift changes left gaps in services at a variety of stations, i.e. medical screening and immunizations. What procedural changes can be made in the plan to sustain capability during a shift change?
- The Communications plan left gaps in communications both within and outside of the POD, i.e. not enough hand held Walkie-Talkies; no telephone or internet drops in rooms; Texas Medical Forces satellite rendered inoperable by Sun Spot activity. What actions can be taken now to fix the communications plan? I.e. start the process to purchase or borrow communications trailers or vans, etc.

CONCLUSION

During the week of July 25 to July 29, 2011 in conjunction with Operation Lone Star 2011, and in coordination with the Texas Military Forces and the United States Public Health Service, the Hidalgo Country Health and Human Services Department provided free health services and consultation for approximately **2700** infants, children and adults while simultaneously conducting a full scale H1N1 exercise at two mass prophylaxis Point of Distribution (POD) sites. The free health care services and follow up referrals will enhance the healthcare for the low income families living in the colonias in Hidalgo County. The data gathered during the H1N1 full scale exercises will enable the Hidalgo County Health and Human Services Department to further refine its Strategic National Stockpile and Pandemic Influenza Response Plans.

REFERENCES

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  - Communications
  - Emergency Operations Center Management
  - Emergency Public Information and Warning
  - Mass Prophylaxis – Staff Call-Down Drill
  - Mass Prophylaxis
- Hidalgo County Health and Human Services Department, Strategic National Stockpile Plan (Draft), February 11, 2011
- Hidalgo County Health and Human Services Department, Strategic National Stockpile Supply Request Procedures (Draft), January 2010
- Hidalgo County Health and Human Services Department, Strategic National Stockpile Dispensing Procedures (Draft), April 2010
- Hidalgo County Health and Human Services Department, Pandemic Influenza Plan (Draft), April 2009
- Hidalgo County Health Department EOC, Operational Lone Star 2011, Demobilization Check-Out, July 29, 2011

RESOURCES

- Hidalgo County Health and Human Services, County Indigent Health Care Program (CIHCP) http://lrgv.tx.networkofcare.org/aging/text/resource/agencydetail.cfm?pid=HidalgoCountyHealthandHumanServicesCountyIndigentHealthCareProgramCIHCP_984_1_0
- Lower Rio Grande Valley Development Council, Community Emergency Response Teams, http://www.citizencorps.gov/cc/showCert.do?id=47487
- Texas A&M University, Centers for Housing and Urban Development (CHUD) / TAMU Colonias AmeriCorps Disaster Recovery and Preparedness http://archone.tamu.edu/college/news/newsletters/fall2009/stories/americorps.html
- Texas AgriLife Extension Services, Texas A&M System http://agrilifeextension.tamu.edu/
- Texas Department of Assistive and Rehabilitative Services (DARS), Division for Blind Services http://www.dars.state.tx.us/dbs/dbsconsumer/consumerinfo.aspx
- Texas Department of State Health Services, Area Command Demobilization Plan, Operation Lone Star 2011, Operational Period July 25 to July 29, 2011
- Texas Department of State Health Services, Disaster Behavioral Health Services http://www.dshs.state.tx.us/mhsa-disaster/
- Texas Department of State Health Services, Health Service Region 11, Programs and Services http://www.dshs.state.tx.us/region11/default.shtm
- Texas Department of State Health Services, County Indigent Health Care Program Directory of County Contacts http://www.dshs.state.tx.us/cihcp/county_locator.shtm
- Texas Department of State Health Services, Promotora (Community Health Workers) http://www.dshs.state.tx.us/library/chw.shtm
- Texas Department of State Health Services, Texas Immunization Registry, ImmTrac Quick Guide with links to ImmTrac registrations and Consent Forms http://www.dshs.state.tx.us/immunize/immtrac/

- Texas Department of State Health Services, Texas Health Steps Outreach, http://www.dshs.state.tx.us/thsteps/about.shtm
- Texas Department of State Health Services, Women, Infants and Children (WIC) Program http://www.dshs.state.tx.us/wichd/default.shtm
- Texas Health and Human Services Commission, 2-1-1 Finding Help in Texas https://www.211texas.org/211/
- Texas Health and Human Services Commission, Texas Medicaid, Children's Health Insurance Program (CHIP) http://www.hhsc.state.tx.us/
- Texas Health & Safety Code Chapter 48. Training and Regulation of Promotoras and Community Health Workers, 2005 http://law.justia.com/codes/texas/2005/hs/002.00.000048.00.html
- Tyvek bar code wristbands http://www.cheapwristbands.com/barcode.htm
- Texas Secretary of State, Border Colonias http://www.sos.state.tx.us/border/colonias/reg-colonias/hidalgo.shtml

H1N1 FULL SCALE EXERCISE PLANNERS, TRAINERS and EVALUATORS

Hidalgo County Health and Human Services
1302 South 25th Avenue
Edinburg, Texas 78539
Point of Contact:
Eduardo (Eddie) Olivarez, Health Director
Phone: (956)-383-622

Disaster Preparedness and Response
Texas Extension Engineering Service (TEEX)
The Texas A&M University System
301 Tarrow
College Station, Texas 77840-7896
Point of Contact:
Gary Meaney, Training Manager
Phone: (979)-458-0857

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BEST PRACTICE

Operation Lone Star (OLS) Humanitarian Mission

PURPOSE

To provide free educational, preventive, evaluative and medical care services to the medically indigent and those most in need along the Texas/Mexico border while practicing medical readiness for the area.

To utilize the annual Operation Lone Star events as an opportunity to:

- practice joint military and civilian public health operations and unified ICS command (Appendix-1)
- evaluate participant tracking software and documentation
- test POD and mass care plans
- train and exercise responders and volunteers
- to evaluate effectiveness of outreach campaigns and mass public information communications
- test multi-force security integration
- evaluate effectiveness of stand-alone and back up communication equipment
- evaluate public health impact of Operation Lone Star on participants and community
- evaluate target capabilities according to HSEEP (Homeland Security Exercise and Evaluation Program) national standards.

SUMMARY

Operation Lone Star is the country's largest non-emergency military and civilian public health event. "We have hundreds of Texas Military Forces and U.S. Military Forces personnel working alongside public health, department of health, county, and local volunteers." Eduardo Olivarez, Chief Administrative Officer, Hidalgo County Health Department. [1] (Appendix 2 Operation Lone Star Partners and Contributors)

Citizenship status is not asked of those who seek medical assistance. Services available include health screenings and treatments, immunizations, student physicals, hearing and vision exams, behavioral health evaluation, and a limited pharmacy. The program is put on by a myriad of organizations, including U.S. and Texas Military Forces, the Department of Health and Human Services, and county health departments. Last year [2010], more than 12,000 people received medical services during the operation, and about 100,000 people have been helped over its 12-year history. [1] (Appendix 3 Where We Have Been)

"For the Texas State Guard's Medical Brigade and the Texas Army National Guard's 111th Multifunctional Medical Brigade, Operation Lone Star is a vital training mission providing hands-on experience in delivering mass medical care in partnership with local public health authorities." Col. Donald Prince, Commander of the Joint Task Force OLS [2] (Appendix 4 Texas Military Forces-State Guard Fact Sheet)

Operation Lone Star involves the Department of State Health Services (DSHS), Texas Army National Guard, Texas State Guard, Laredo Public Health Services, Hidalgo County Health and Human Services and Starr County Health Services. A contingent of medical personnel from the U.S. Public Health Service also contributes personnel and services.[2]

The USPHS mental health team provided nutrition counseling and healthy eating plans, wellness and mental health screenings (i.e. stress management, anger management, depression, etc.) and a host of other education and counseling services, in both English and Spanish.[3]

CAPT Kimberly Elenberg, Director of Training in the Surgeon General's Office of Force Readiness, sees OLS as an opportunity for USPHS officers to provide direct health services to underserved communities, while putting into action their cultural competencies in an emergency responder training exercise. This year, 2011, marks the first time that USPHS response teams have participated in OLS and represents the ongoing commitment of the USPHS and the Department of Health and Human Services to increase access to health care and associated services for the underserved. [3]

The USPHS response assets are comprised of teams with their own respective missions. Some of the teams are small and highly specialized while others are large and better able to accomplish missions with a large footprint. There are three teams currently participating in OLS, all operating under a unified command structure, PHS-1.The USPHS teams participating in OLS are a Rapid Deployment Force Team (RDF-1), Mental Health Team (MHT-1) and a Service Access Team (SAT-1). Together they comprise the PHS-1 unified team totaling 124 USPHS officers, commanded by CAPT Wendy Fanaselle, RDF-1 Team Leader.[3] (see References in the Appendix 5, 6, and 7 for RDF-1, MHT-1 SAT-1)

"Operation Lone Star is a chance for people to get good, basic health care and learn what they can do to help prevent future health problems. For some, this is the only opportunity all year to see a doctor."
David L. Lakey, M.D. Commissioner, Texas Department of State Health Services[1]

Other key partners included school districts which provided POD facilities, security and personnel, sheriff departments served as additional layers of security, emergency medical personnel and emergency transport services remained on site and private medical providers volunteered specialized examinations. Local community college students were utilized for screening and translation services. Jr ROTC students volunteered as escorts. Multiple service organizations offered a wide array of information, education and services enrollment opportunities.

Eduardo Olivarez, Chief Administrative Officer for Hidalgo County Health and Human Services, concluded his interview with the *Guardian* at the San Juan clinic by noting that the secret to Operation Lone Star's success over the years has been the willingness of the different groups involved to work as a united team for the greater good. "We are thankful for the support of our Governor and the Health and Human Services Commissioner, the South Texas legislative delegation and our County Judge and Commissioners." He called it a "tremendous" collaborative event.[1]

[editors granted permission to quote from articles with attribution]

DESCRIPTION

This Best Practice provides an overview of Operation Lone Star and major concepts, including federal, state and local roles and responsibilities, target population, composition and delivery.

OLS Program Overview

Operation Lone Star began as an annual event in 1999 and has evolved over the years into the largest non-emergency joint civilian and military humanitarian effort in the United States. It is a massive collaborative effort designed to bring a wide array of services to the medically indigent and medically underserved populations along the Texas/Mexico border.

The Population

Many of the area's citizens live in unincorporated areas called *colonias,* Spanish for community or neighborhood. These neighborhoods might lack water and sewer systems, sanitary housing and access to basic medical services. According to the Texas Secretary of State, Hidalgo County has 942 colonias which is the highest for any county in the state. Environmental health remains one of the most pressing problems in the border area.

Nine of the poorest counties in the United States lie along the U.S. side of the border. The United States and Mexico have spent millions of dollars building adequate water and wastewater infrastructure; to date, these improvements have impacted more than 6.7 million border residents. In many ways, the environmental problems found on the border are among the most extreme faced by either Mexico or the United States today.

Colonias can be found in Texas, New Mexico, Arizona and California, but Texas has both the largest number of *colonias* and the largest *colonia* population. Approximately 400,000 Texans live in *colonias.* Overall, the *colonia* population is predominately Hispanic; 64.4 percent of all *colonia* residents and 85 percent of those residents under 18 were born in the United States. There are more than 2,294 Texas *colonias*, located primarily along the state's 1,248 mile border with Mexico.[4]

The development of Texas colonias dates back to at least the 1950s. Using agriculturally worthless land, land that lay in floodplains or other rural properties, developers created unincorporated subdivisions. They divided the land into small lots, put in little or no infrastructure, then sold them to low-income individuals seeking affordable housing. *Colonia* residents generally have very low incomes. [4]

Current law requires developers to provide basic infrastructure. As of 2011, the Attorney General of Texas puts the population in Texas *colonias* closer to 500,000.[5] A map and data base for Texas *colonias* can be found at https://maps.oag.state.tx.us/colgeog/colgeog_online.html#app=a527&1d99-selectedIndex=1

These low-lying areas are also subject to tropical storms, hurricanes and wide spread flooding. Operation Lone Star is scheduled during summer months for various planning concerns which include: better weather conditions, availability of school facilities for these events, and

Client Services and Process

A list of service providers and support staff by organization is provided in Appendix 2. Posted signs at the POD sites, along with assistance from the Texas Military Forces and uniformed law enforcement, directed arriving clients to designated parking and places where clients could await entry into the POD lobby. Uniformed law enforcement patrolled the parking lots, campus and buildings to provide additional security. Attention

was given to provide protection from weather events and to provide ample access to shade, water and restrooms.

As clients entered the waiting area, EMTs and Paramedics performed visual triage to detect clients with evidence or visible signs of possible communicable illness. These were segregated, scanned with a temporal thermometer for temps over 100.4 and received indicated PPE. Individuals with signs of illness were banded and fast- tracked for secondary triage and a more thorough medical evaluation. A bar coded wrist band was placed on every individual using any OLS service and scanned to populate the number of registered clients.

The wrist band was marked with a unique number and bar code to facilitate tracking client progress through check-points and at key service locations to capture utilization numbers. A final exit scan was done to check the client out of Operation Lone Star. At exit the medical record folder was collected and filed by the POD staff. Important documents such as school physicals and prescriptions remained with the client. Children were entertained with hula hoops and jump ropes as part of the Michelle Obama Health Initiative.

Managed groups of clients moved from the lobby waiting area into client intake where a second bar code scan occurred and a folder of registration, interview, screening and physical record and consent forms were issued. Bilingual interviews were conducted to record health history and concerns. Before referral for additional services, measurements of vital signs, blood sugar, height, weight and BMI were determined.

While waiting for services clients could visit with a veterinarian, veterans' affairs, and educators on diabetes, heart health, smoking cessation, diet and nutrition. Once initial screening was completed, wristbands were scanned a third time and clients were escorted or directed to immunizations, medical services, mental health and counseling, social services, pharmacy, hemoglobin (anemia screening), vision, hearing, additional educational opportunities and referrals.

Adults, infants and children were stopped at the vaccination suite for immunization status, counseling and administration of indicated vaccines. Clinic intake staff accessed existing records through the State ImmTrac system. Evaluations by physical, mental and emotional health specialists were available at no charge. Hemoglobin determination was

by referral and prescriptions of select drugs were filled on site. Providers offered evaluation or assistance with a wide variety of specialized services including school physicals, vision, hearing, low cost prescription resources, Texas-211 evacuation and special needs registration, and contact information for low cost health care.

At end of the final station, the client checked out, the wrist band was scanned and all clinic documents were retrieved. The wrist band scanning process captured the entrance, progress and exit of the client by time stamping each step. Texas Military Forces, JROTC, Pharr San Juan Alamo School ISD and La Joya ISD police (respectively) and Hidalgo County Sheriff officers cooperated to provide security, direct traffic and parking, manage patient flow and control entrances and exits.

Operational Concept

While the United States Public Health Service (USPHS) Commissioned Corps and the Texas Military Forces retained full command and control responsibility for their own federal and state units, their medical mission operations fell under operational control of the ICP Commander (Hidalgo County Health and Human Services) in the POD.

The Officer-in-Charge (OIC) for the Texas Military Forces established a Technical Operations Center (TOC) locating the headquarters staff in a room adjacent to the POD Incident Command Post. The rationale for this decision was that Texas Military Forces have ongoing administrative, personnel, and logistics issues unrelated to the PODs medical mission. To compensate for not being located in the ICP, the Texas Military OIC and/or liaison officer maintained constant physical or radio contact with the POD incident commander.

The USPHS did not establish a designated ops center in the POD, but designated an onsite operational headquarters for their team-specific functions. The USPHS Team Leader/PIO and Safety Officer coordinated with Texas Military Forces and Hidalgo County Health and Human Services Department (HCHHSD) POD staff to resolve staffing, supply, and safety issues, e.g., the recognized need for healthcare provider breaks or the need to reconfigure medical clinics. USPHS established a rear command headquarters located at their billeting site in order to coordinate multiple area USPHS OLS strike teams.

Both team leaders emphasized that they were there to provide medical practitioners, logistical and operational support for the POD and were not there in a POD command role. The two support team leaders attended all ICP briefings and meetings with the POD Incident Commander. In effect the team leaders and the IC command staff functioned as a unified command while operating out of adjoining rooms.

The Unified Command structure allowed entities with different authorities and responsibilities to work together effectively without affecting individual entity authority, responsibility, or accountability. Under the Unified Command a single, coordinated Incident Action Plan directed all activities.

Communication Redundancy

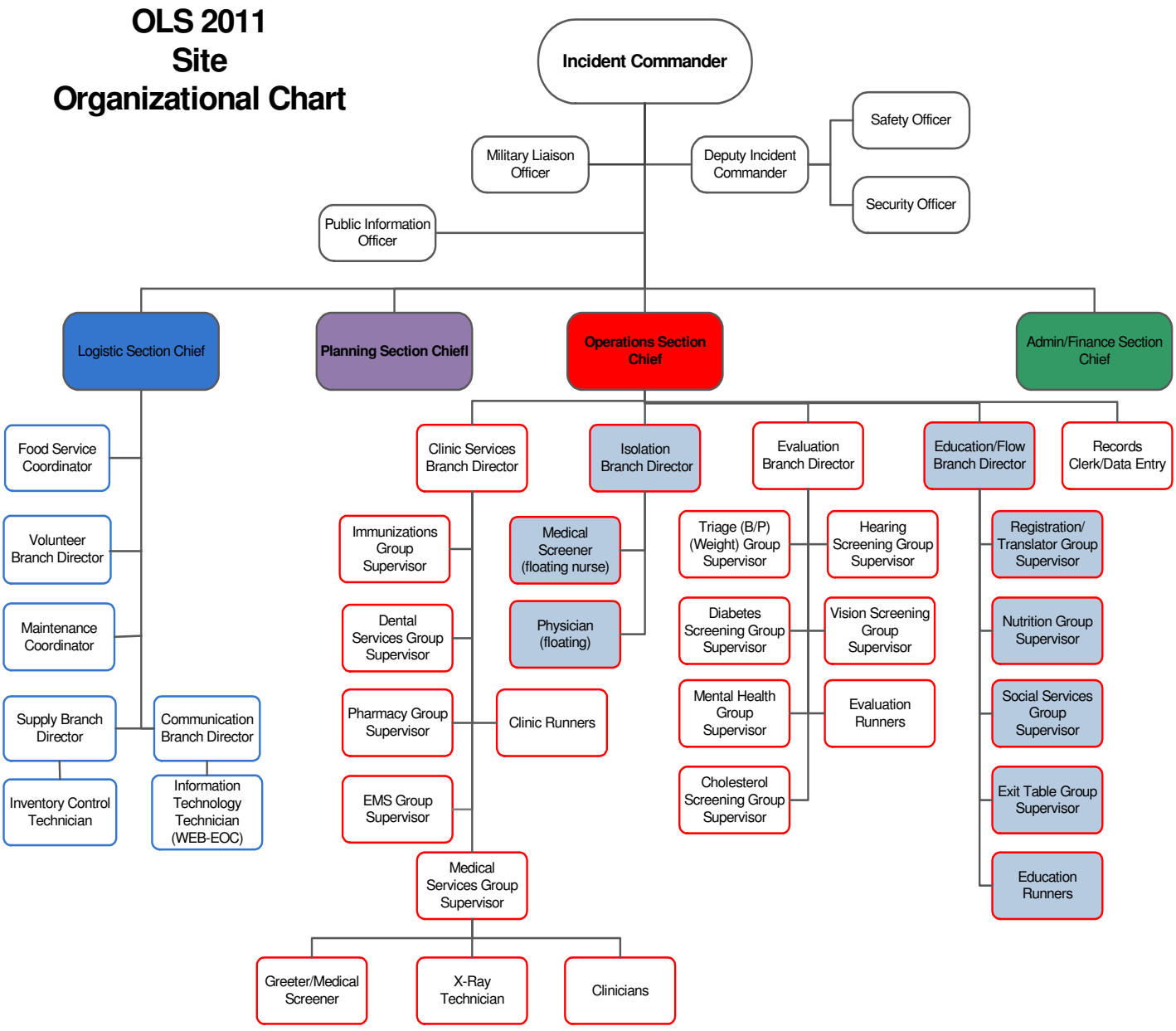
The Texas Military Forces provided a self-sustaining communication system including a satellite transmission, internet and telephone connectivity with military grade encryption, antennae and a mobile radio communication trailer with a 12 KW generator and multiple band width patch capability.

When activated, the mobile radio communication trailer provides robust communication capabilities including Motorola XT 5000 IP enabled radios; Cisco IPICS a comprehensive IP-based-Interoperability and Collaboration System dispatch and incidence response system and a patch panel with the capability of connecting UHF, VHF, Low VHF, 800 radios. It supports a 40 foot mast antenna and a 12 Kw generator with a fuel cell and a spider power outlet. It remained on stand-by at each Operation Lone Star event site.

Significant Events

Texas Military Forces utilized their communication system to monitor the National Hurricane Center and map the progress of a tropical storm and impending hurricane approaching the site of Operation Lone Star in Hidalgo County. They used their capabilities to provide real time status reports and assisted in the development of emergency action plans.

Appendix 1


OLS 2011
Site
Organizational Chart
Incident Commander
Military Liaison Officer
Deputy Incident Commander
Safety Officer
Security Officer
Public Information Officer
Logistic Section Chief
Planning Section Chiefl
Operations Section Chief
Admin/Finance Section Chief
Food Service Coordinator
Volunteer Branch Director
Maintenance Coordinator
Supply Branch Director
Communication Branch Director
Inventory Control Technician
Information Technology Technician (WEB-EOC)
Clinic Services Branch Director
Isolation Branch Director
Evaluation Branch Director
Education/Flow Branch Director
Records Clerk/Data Entry
Immunizations Group Supervisor
Dental Services Group Supervisor
Pharmacy Group Supervisor
EMS Group Supervisor
Medical Screener (floating nurse)
Physician (floating)
Clinic Runners
Triage (B/P) (Weight) Group Supervisor
Diabetes Screening Group Supervisor
Mental Health Group Supervisor
Cholesterol Screening Group Supervisor
Hearing Screening Group Supervisor
Vision Screening Group Supervisor
Evaluation Runners
Registration/ Translator Group Supervisor
Nutrition Group Supervisor
Social Services Group Supervisor
Exit Table Group Supervisor
Education Runners
Medical Services Group Supervisor
Greeter/Medical Screener
X-Ray Technician
Clinicians

Appendix 2

Operation Lone Star Partners and Contributors

Hidalgo County Health and Human Services Department
- Environmental Health
- BIO/PHEP (Public Health Emergency Preparedness)
- Emergency Preparedness
- Immunizations
- Client Services
- Women, Infants and Children
- Indigent Program
- Public Information Officer
- WebEOC IT web-enabled crisis information sharing system

DSHS (Department of State Health Services) Region XI
Promotoras trained community liaisons for local services
Community Educator
La Joya Independent School District
La Joya ISD Police Department
Pharr San Juan Alamo Independent School District
Pharr San Juan Alamo ISD Police
United States Public Health Service Commissioned Corps
- Federal Task Force-25 Members: MD, DVM, NP, RN, MSW, Psych-MD, Psychologist, Nutritionist, Physiologist, Pharmacists and Social Services. Supported provided by the American Red Cross and La Joya ISD.

Texas Military Forces --Medical Brigade
- Brigadier General Luis Fernandez and approximately 75 members
- MD, RN, LVN, Pharmacist and Pharmacy Techs, EMT-P, USAR (Urban Search and Rescue), Satellite Communication, IT, Infection Control, and
- Student Volunteers attached to Texas Military Forces Medical Guard

South Texas College Nursing Instructors and Students
Rio Grande Valley Careers College
- Phlebotomy and Nursing

Hidalgo County Sheriffs Department
Hidalgo County Safety Office
Ameri-Corps Texas A & M CHUD (Center for Housing and Urban Development)Colonias
Texas Behavioral Health
Agri-Life Extension Services
Palmview Army Junior ROTC (Reserve Officers' Training Corps)

ABC Pediatric Rehab
Dynamic Children Therapy
Kool Smiles Pediatric Dentistry Community Educator
211 Texas Telephone connection to community Health and Human Services
Molina Health Care (CHIPS) Children's Health Insurance Program
Mission Day and Night Family Practice
Texas Health Steps Outreach
CERT (Community Emergency Response Teams)
Valley Vitreo-retinal Consultants-vision and glaucoma screening
STAR Emergency Medical Services
Nuestra Clinica Del Valle
DARS (Department of Assistive and Rehabilitative Services) Division for Blind Services
Water Mill Express

Appendix 3

Operation Lone Star

Where We Have Been

	# Medical visits	Total Pts Screened	Total Pts Seen	Entering	Registering	Exiting	Services Given
1999			4,878				
2000			5,600				
2001			6,332				
2002	5,111		6,184				
2003			6,402				
2004	4,481		6,121				15,626
2005	4,148		5,601				14,212
2006	4,208	6,638					14,590
2007	7,377	13,148					29,626
2008	5,599			11,817		10,824	53,299
2009	6,698			13,483	12,645	12,351	57,742
2010	6,804		12,064	13,998	12,415	11,945	60,442

Year	# sites	Location of sites
1999	3	Hidalgo and Starr
2000	3	Hidalgo
2001	3	Hidalgo
2002	3	Hidalgo and Cameron
2003	3	Hidalgo and Cameron
2004	3	Hidalgo, Cameron, and Starr
2005	3	Hidalgo, Cameron, and Starr
2006	6	Hidalgo (2), Cameron, and Starr (2), and Willacy
2007	7	Hidalgo (2), Cameron, Starr, and Willacy, Zapata and Webb
2008	7	Hidalgo (2), Cameron, Starr, Zapata, Jim Hogg and Webb (not in Willacy due to Dolly)
2009	8	Hidalgo (2), Cameron, Starr, Willacy, Zapata, Jim Hogg, and Webb (plus a one day mobile clinic)
2010	7	Hidalgo (2), Cameron, Starr, Willacy, Zapata, and Webb

Appendix 4

Texas State Guard Fact Sheet No. 01-11

FACT SHEET

Texas State Guard

The Texas State Guard is one of three branches of the Texas Military Forces (TXMF), operating under the command of the Adjutant General of Texas and the Governor as Commander-in-Chief of all state military forces. The TXMF includes the Texas Army National Guard and the Texas Air National Guard.

The mission of the Texas State Guard (TXSG) is to provide mission-ready military forces to assist state and local authorities in times of state emergencies; to conduct homeland security and community service activities under the umbrella of Defense Support to Civil Authorities; and to augment the Texas Army National Guard and Texas Air National Guard as required.

Headquartered at Camp Mabry in Austin, Texas, the TXSG functions as an organized state militia under the authority of Title 32 of the U.S. Code and Chapter 431 of the Texas Government Code.

The TXSG is comprised of more than 2000 volunteers organized into four components – Army, Air, Medical and Maritime – with individual units assigned throughout the state. Under the umbrella of Defense Support to Civil Authorities, the TXSG maintains trained and ready teams to perform the following emergency response functions:

- Mass care/Functional needs care
- Emergency communications
- Special needs evacuation tracking
- Wide area damage assessment
- Medical support
- Points of distribution
- Support to the State Operations Center
- Small boat operations
- Land and water search and rescue
- Dive teams
- Chaplain and legal support

In recent years the TXSG has been called to active duty for nine hurricanes (Katrina, Rita, Dean, Humberto, Dolly, Eduard, Gustav, Ike, and Alex), the Eagle Pass tornado in 2007, and severe flooding in Marble Falls in 2007. TXSG is the lead military component for Operation Lone Star in the Rio Grande Valley – the state's annual humanitarian medical mission. TXSG personnel also provide support to the state's annual Oral Rabies Vaccination Program and the Joint Operations Intelligence Center.

TXSG personnel train at least one day per month and attend a four-day annual training exercise. They receive no pay for monthly training, purchase their own uniforms, and are responsible for their own transportation and meals during training.

TXSG has developed a robust Professional Military Education program to enable all TXSG personnel to develop and enhance individual skills, capabilities and competencies.

For more information about the Texas State Guard, go to: www.txsg.state.tx.us

Prepared by Texas State Guard Public Affairs Office
Approved for Public Release
Current as of March 1, 2011

Appendix 5

U.S. Public Health Service Commissioned Corps

FACT SHEET

Rapid Deployment Forces

Rapid Deployment Forces Can Provide Resources

The U.S. Public Health Service (USPHS) Rapid Deployment Forces (RDF) provide resources and assistance to State, Tribal and local health authorities throughout the United States. They were created in 2006 as part of the National Response Framework's ESF-8 public health and medical asset provisions. Like all Commissioned Corps response teams, they may be deployed in response to an ESF-8 or non-ESF-8 public health emergency. There are currently five RDF, each of which is a workforce comprising 125+ trained USPHS Commissioned Corps officer responders. Yet each RDF is scalable, and can provide only those resources needed. The RDF is also responsive; as a Tier 1 team the RDF can deploy within 12 hours of activation. Each RDF is on-call one out of every 5 months and typically deploys only during the on-call month. Deployments typically do not exceed 2 weeks. Each RDF member is expected to participate in up to 2 weeks of response team training per year.

Each RDF is capable of responding to the many public health emergencies and urgent health needs arising from a major disaster or other event. RDF teams can be divided into "blue" and "gold" teams, such that one team will be primary and the other secondary for their on-call month. As constituted, the RDF can be divided in half for smaller responses, or for two separate mission assignments in the same theater of operations. If the response needs exceed the capacity of the on-call RDF, the team can be augmented with appropriate officers from Tier 3. RDF teams utilize established communications and other equipment to operate effectively in disaster-affected locations and surrounding areas. The primary areas of RDF activities and reporting include

1. **Mass care (primary care, mental health, and public health services for sheltered populations);**
2. **Point of distribution operation (mass prophylaxis and vaccination);**
3. **Medical surge;**
4. **Isolation and quarantine;**
5. **Pre-hospital triage and treatment;**
6. **Community outreach and assessment;**
7. **Humanitarian assistance;**
8. **On-site incident management;**
9. **Medical supplies management and distribution;**
10. **Public health needs assessment and epidemiological investigations;**
11. **Worker health and safety, and;**
12. **Animal health emergency support.**

If a State, Tribal or local health infrastructure suffers damage from a natural disaster or other event, RDF teams can assist officials in response and/or recovery efforts. Assistance can include augmenting the local health work force to speed up response or recovery, or, with especially difficult matters, assisting or advising health decision-makers. Each RDF can also provide essential services to preserve the lives and the health of affected and returning populations. RDF members assigned to clinical responsibilities are clinically current as defined in their deployment role.

Authority to Activate a RDF

The Secretary and Assistant Secretary for Health have the authority to activate a RDF and do so in response to requests made through the Surgeon General.

For more information, contact:

Office of Force Readiness and Deployment
Office of the Surgeon General
5600 Fishers Lane, Room 18C-26
Rockville, MD 20850
Main Phone Number: 301.443.3859
Fax: 301.443.1525
General Questions for OFRD: ofrd@hhs.gov

Appendix 6

U.S. Public Health Service Commissioned Corps

FACT SHEET

Mental Health Teams

Mental Health Teams Can Provide Resources

The U.S. Public Health Service's (USPHS) Mental Health Teams (MHT) provide resources and assistance to communities throughout the United States. They were created in 2006 as part of the National Response Plan's ESF-8 public health and medical asset provisions. Like all Commissioned Corps response teams, they may be deployed in response to an ESF-8 or non-ESF-8 public health emergency. There are currently five MHT, each of which is a work force comprising 26 USPHS trained Commissioned Corps officer responders. Yet each MHT is scalable, and can provide only those resources needed. Each MHT is also responsive; as a Tier 2 team the MHT can deploy within 36 hours of activation. Each MHT is on-call one out of every 5 months and typically deploys only during the on-call month. Deployments typically do not exceed 2 weeks. Each MHT member is expected to participate in up to 2 weeks of response team training per year.

Each MHT is particularly capable of responding to the many immediate and midterm behavioral health issues or needs arising from a major disaster or other event. MHT's can be divided into "blue" and "gold" teams, such that one team will be primary and the other secondary for their on-call month. As constituted, the MHT can be divided for smaller responses or for 2 separate mission assignments in the same theater of operations. If the response needs exceed the capacity of the on-call MHT, they may be augmented by mental health providers Tier 3. MHT capabilities include

1. **Incident assessment and personnel assessment (diagnosis and treatment);**
2. **Screening for suicide risk, acute and chronic stress reactions, substance abuse, and mental health disorders;**
3. **Supporting development of behavioral health training programs for impacted populations;**
4. **Specialized counseling, and;**
5. **Psychological first aid, crisis intervention, and time-limited counseling for serious mental illness and/or substance abuse.**

If a State, Tribal or local health infrastructure suffers damage from a natural disaster or other event, MHT can assist officials in response and/or recovery efforts. MHT's may collaborate with local officials and professional groups to assess community mental health prevention and treatment needs, providing consultation to medical staff on the effects of stress on patient behavior. Further, each MHT can collect and analyze information for evaluating and for improving local programs' effectiveness or service delivery. MHT members have the technical consultation skills and abilities to preserve and to safeguard mental health, especially during emergencies.

Authority to Activate a MHT

The Secretary and Assistant Secretary for Health have the authority to activate a MHT and do so in response to requests made through the Surgeon General.

For more information, contact:

Office of Force Readiness and Deployment
Office of the Surgeon General
5600 Fishers Lane, Room 18C-26
Rockville, MD 20850
Main Phone Number: 301.443.3859
Fax: 301.443.1525
General Questions for OFRD: ofrd@hhs.gov

BEST PRACTICE

Appendix 7

U.S. Public Health Service Commissioned Corps

FACT SHEET

Services Access Teams

Services Access Teams Can Provide Resources

The U.S. Public Health Service (USPHS) Services Access Teams (SAT) provide resources and assistance to local health authorities throughout the United States. They were created as part of the National Response Framework's ESF-8 public health and medical asset provisions. Like all Commissioned Corps response teams, they may be deployed in response to an ESF-8 or non-ESF-8 public health emergency. Each SAT is comprised of 10 USPHS trained Commissioned Corps officer responders; enabling scalability and ability to provide only those resources needed. Each SAT is responsive; as a Tier 2 team the SAT can deploy within 36 hours of activation. Each SAT is on-call one out of every 5 months and typically deploys only during the on-call month. Deployments typically do not exceed 2 weeks. Each SAT member is expected to participate in up to 2 weeks of response team training per year.

Each SAT is capable of responding to the many immediate and midterm public health emergencies and urgent health needs arising from a major disaster or other event. The SAT assesses and monitors ongoing health and human services needs of affected populations and is particularly skilled at serving "at-risk" individuals and populations, defined as people who are unable to plan, advocate/or obtain resources and/or services to meet basic health and safety needs. The subgroup of individuals most likely to be impacted include: elderly, developmentally disabled, mentally ill and minors separated from guardians. The SAT can be divided into "blue" and "gold" teams, such that one team is primary and the other secondary for their on-call month. As constituted, the SAT can be divided in half for smaller responses, or for two separate mission assignments in the same theater of operations. If the response needs exceed the capacity of the on-call SAT, the team can be augmented with appropriate officers from Tier 3. SAT utilize established communications and other equipment to operate effectively in disaster-affected locations and surrounding areas. The primary areas of SAT activities and reporting include:

1. **Needs Assessment;**
2. **Plan Development/Cultural Sensitivity;**
3. **Advocating/Connecting;**
4. **Clinical Care Coordination;**
5. **Continuity/Transition Management;**
6. **Psycho-Social Management;**
7. **Re-integration; and**
8. **Confidentiality assurance.**

If a State, Tribal or local public health infrastructure suffers damage from a natural disaster or other event, the SAT can assist in response and/or recovery efforts. Assistance includes augmenting the local health work force, as well as liaising with and advising health decision-makers. Each SAT focuses on ensuring access to essential services to preserve the lives and the health of affected, displaced, returning and vulnerable individuals and populations. Further, each SAT is able to collect and analyze information for evaluating and for improving State, Tribal or local programs' effectiveness or service delivery. All SATs possess technical consultation skills and abilities to preserve and safeguard public health.

Authority to Activate a SAT

The Secretary and Assistant Secretary for Health have the authority to activate a SAT and do so in response to requests made through the Surgeon General.

For more information, contact:

Office of Force Readiness and Deployment
Office of the Surgeon General
5600 Fishers Lane, Room 18C-26
Rockville, MD 20850
Main Phone Number: 301.443.3859
Fax: 301.443.1525
General Questions for OFRD: ofrd@hhs.gov

RESOURCES

1. *Rio Grande Guardian* 26 July 2011 staylor@riograndeguardian.com

2. www.sanmarcosrecord.com 28 July 2011

3. www.USPHS.gov US Public Health Services Commissioned Corps

4. http://www.sos.state.tx.us/border/colonias/faqs.shtml

5. www.oag.state.tx.us

Appendix 1 ICS Command Structure

Appendix 2 Operation Lone Star Partners and Contributors

Appendix 3 Where We Have Been

Appendix 4 Texas Military Forces—State Guard Fact Sheet

Appendix 5 Rapid Deployment Force Team (RDF-1)

Appendix 6 Mental Health Team (MHT-1)

Appendix 7 Service Access Team (SAT-1)

H1N1 FULL SCALE EXERCISE PLANNERS, TRAINERS and EVALUATORS

Hidalgo County Health and Human Services
1302 South 25th Avenue
Edinburg, Texas 78539
Point of Contact:
Eduardo (Eddie) Olivarez, Health Director
Rigoberto (Rigo) Hinojosa, Director of Operations
Phone: (956)-383-622

Disaster Preparedness and Response
Texas Extension Engineering Service (TEEX)
The Texas A&M University System
301 Tarrow
College Station, Texas 77840-7896
Point of Contact:
Gary Meaney, Training Manager
Phone: (979)-458-0857

BEST PRACTICE

DISCLAIMER

Lessons Learned Information Sharing (*LLIS.gov*) is the Department of Homeland Security/Federal Emergency Management Agency's national online network of lessons learned, best practices, and innovative ideas for the emergency management and homeland security communities. The Web site and its contents are provided for informational purposes only, without warranty or guarantee of any kind, and do not represent the official positions of the Department of Homeland Security. For more information on *LLIS.gov*, please email feedback@llis.dhs.gov or visit www.llis.gov.

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BEST PRACTICE

Public Health Software Program for Medical Patient Data Tracking, Situational Awareness and Services Rendered During Major Response Events

PURPOSE

Provides information on a software program developed in-house by the Hidalgo County Health and Human Services Department (HCHHSD) in Texas to track patient flow, medications dispensed, and services rendered during Operation Lone Star characterized as one of the largest humanitarian events in the United States.

SUMMARY

There are very few tailored software products that are economically feasible and available to local health departments tasked with responding during local emergency response events that potentially involve the need to track patients, identify services rendered, quantify medications dispensed, and all be available in real-time for decision makers and support staff in the Emergency Operations Center. This Best Practice reviews a system developed by the Hidalgo County Health and Human Services Department used during the largest humanitarian event in the United States called Operation Lone Star. The system allows for real-time large scale patient information sharing between the first responders at the POD sites, Emergency Operations Center, and facilitates overall tracking of services, resources balancing, and provides a centralized data source of patient information being assessed in a large scale operation.

DESCRIPTION

Rigoberto Hinojosa, Director of Operations for the Hidalgo County Health and Human Services Department initially began development of a software program to be used for public health response efforts in 2007 for Operation Lone Star 2007. The system has continued to be modified and improved every year since and enhancements are now being evaluated for the event next year in 2012. Although the software program was primarily designed to be used during the large Operation Lone Star yearly events in South Texas, the system can be modified and adapted for other events and has been successfully used for drive-thru influenza vaccination events and smallpox response exercises.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

Hidalgo County is located in the deep southern portion of Texas and is bordered by Mexico on the south. The 2010 population is estimated at approximately 774,769. The

county seat is located in Edinburg while the largest city in Hidalgo County is McAllen. Other communities of interest in Hidalgo County are Weslaco, Pharr, Mission, and San Juan. Hispanics, Germans, and Anglo-Americans are the three larges ethnic groups. The labor force that has made Hidalgo County a prosperous agricultural region is also made up of one of the poorest in the nation. Of all the counties in Texas, Hidalgo has the most colonias.

As a county-based health jurisdiction, Hidalgo County Health and Human Services Department (HCHHSD) has a long history of serving as a leader and model with regard to public health emergency preparedness efforts in South Texas. Public health preparedness in Hidalgo County is attributable to its ability to successfully practice and evaluate public health response measures through its continual planning, training, exercises, and evaluation in addition to responding to real-life actual events each year with hurricanes.

OPERATION LONE STAR 2011

Operation Lone Star 2011 is a two-week event and is a joint medical services project that unites the State of Texas Health and Human Services agencies, the United States Public Health Service (USPHS), Texas Military Forces, county health departments, local service providers and partners, school districts and civilian volunteers in the largest public health humanitarian effort in the country to provide free medical services to the community.

Operation Lone Star is a real-time, large-scale emergency preparedness exercise that provides medical service and disaster recovery training to state agencies and local personnel while addressing the medical needs of thousands of underserved Texas residents. OLS provides a great opportunity for the military, public health, and partnering civilian and governmental agencies to practice working together in the event of an emergency or disaster.

The Operation Lone Star 2011 event had PODs set up over a 2 week period in at least 6 different cities stretching across the deep South Texas area from Brownsville in the southernmost part of Texas up to Laredo which is more than 200 miles away along the Texas-Mexico border. However, the focus of this Best Practice Report occurred in two smaller cities within Hidalgo County situated in between the two most distant cities noted above. Hidalgo County Health and Human Services Department conducts Operation Lone Star during week one with two POD's.

SITUATIONAL AWARENESS

Situational awareness is critical when you need the ability to identify, process, and comprehend the critical elements of information within the response environment and how this could be impacting your team and mission. Effectively utilizing and communicating those elements will dictate how successful you will be in maintaining control of the event. In stressful events, situational awareness can be dynamic, hard to maintain, and unfortunately easy to lose. Operation Lone Star tracking software was designed to give the Hidalgo County Health and Human Services Department Operations staff in the Emergency Operations Center a more comprehensive service picture of the dynamics occurring at the POD level.

HCHHSD also maintained situational awareness occurring at both sites through the development of a SQL program designed to track patient flow totals, medical services received, referrals given, immunizations administered, pharmacy prescriptions filled, and counts for other services provided (e.g. # eye exams, # hearing tests, # diabetic screenings, # behavioral health assessments, etc). The statistical information was constantly changing and providing real-time information for EOC staff monitoring the events in the support center.

TRACKING PROCESS

Optimizing patient flow is critical to ensuring safe, efficient care. The Operation Lone Star medical data tracking system was developed by Information Technology personnel working directly for the Hidalgo County Health and Human Services Department. The practice management software is 100% web-based, meaning staff can use it at anytime and any location where internet service is available. Data is backed up securely every few minutes as the system is operating. Secured copies are stored every night and every backup is verified to restore correctly.

The database system is used for tracking clients by scanning bar code wrist bands in the POD applied as clients arrived and tracking them through the various screening and medical stations in the POD. The data from the scanning of individual client tags is immediately entered into a central server where it can be viewed at an individual POD site, the Emergency Operations Center, or other sites granted access in a summary format. All Operation Lone Star data can be viewed on Web EOC. Daily or cumulative totals are provided for:

Diabetic Screening	Eye Screening Service
Hearing & Vision Screening	Heart Disease Information
Medical Services	Clients Immunized
Vaccine Doses Administered	Nutritional Diabetic Education
Poison Control	Smoking Cessation

Registration began promptly at 8:00 a.m. each day and concluded at 5:00 pm at each POD site and the basic client flow thru the POD system was essentially the same at each site. A bar coded wrist band was placed on every individual using any OLS service and scanned to populate the number of registered clients. As clients entered the lobby waiting area, EMTs and Paramedics performed visual triage to detect clients with evidence or visible signs of possible communicable illness. These were segregated, scanned with a temporal thermometer for temps over 100.4 and received indicated PPE. Individuals with signs of illness were banded and fast- tracked for secondary triage and a more thorough medical evaluation.

The wrist band was marked with a unique number and bar code to facilitate tracking client progress through check-points and at key service locations to capture utilization numbers. A final exit scan was done to check the client out of Operation Lone Star. At exit the medical record folder was collected and filed by the POD staff. Important documents such as school physicals and prescriptions were to remain with the client. The wrist band scanning process captured the entrance, progress and exit of the client by time stamping each step.

Managed groups of clients moved from the lobby waiting area into client intake where a second bar code scan occurred and a folder of registration, interview, screening and physical record and consent forms was issued. Bilingual interviews were conducted to record health history and concerns. Before referral for additional medical services, screening measurements of vital signs, blood sugar, height, weight and BMI were determined.

While waiting for screening services and before clients were directed to medical services, clients could even visit with a veterinarian, veterans' affairs, and educators on diabetes, heart health, smoking cessation, diet and nutrition. Once initial screening was completed, wristbands were scanned a third time and clients were escorted or directed to immunizations, medical services, mental health and counseling, social services, pharmacy, hemoglobin (anemia screening), vision, hearing, additional educational opportunities and referrals.

Adults, infants and children were stopped at the vaccination suite for immunization status, counseling and administration of indicated vaccines. Clinic intake staff accessed existing records through the State ImmTrac system. Evaluations by physical, mental and emotional health specialists were available at no charge. Hemoglobin determination was by referral and prescriptions of select drugs were filled on site. Providers offered evaluation or assistance with a wide variety of specialized services including school

physicals, vision, hearing, low cost prescription resources, Texas-211 evacuation and special needs registration, and contact information for low cost health care.

At end of the final station, the client checked out, the wrist band was scanned and all clinic documents were retrieved. The wrist band scanning process captured the entrance, progress and exit of the client by time stamping each step.

SOFTWARE USER SETUP AND PATIENT FLOW for OPERATION LONE STAR and CLIENT TRACKING.

Software Setup:

1. User/volunteer logs into the client tracking software.



2. User selects a site to be working at or an activity to perform.



3. The software user then selects the optional services to be provided at their assigned workstation.

Each individual POD site has a screen for easy access in the main data capturing elements for more detailed information. The Icons below will access current data for numbers of patients arriving, numbers of registered clients and registration wait times, screening referrals and times, number and types of child and adult vaccines as well as captured times spent in the immunization section, diagnoses counts for both adult and child patients, pharmacy medication counts prescribed, medical services provided (e.g. diabetic screening, eye screening, hearing screening, etc), and service exit tracking to identify total time spend in the clinics during OLS.



CLIENT FLOW THRU THE POD:

1. Client enters the POD at the initial check-in location of the facility.

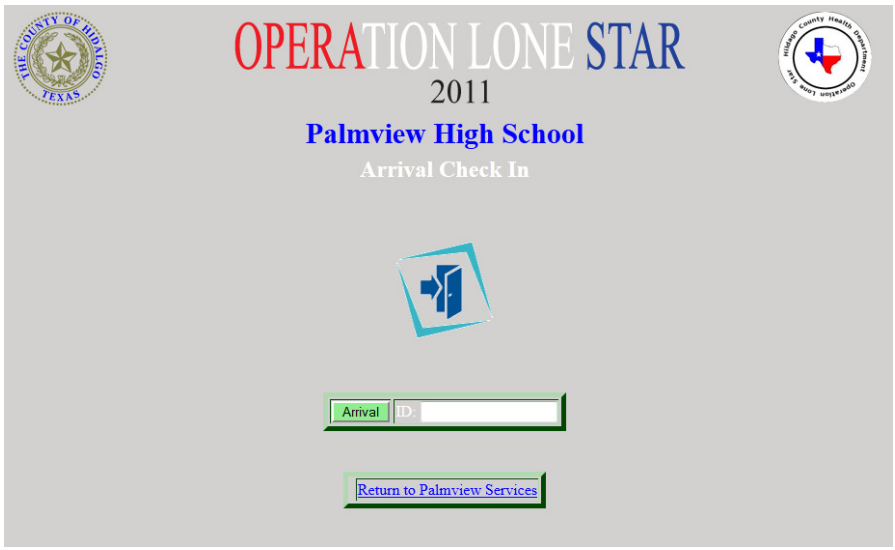
2. A tyvek wrist band with a pre-printed barcode ID number is attached to the client's wrist and scanned to start the tracking process.



Tyvek pre-printed barcodes used for tracking patients and services rendered.



3. The wrist band is then scanned to document the arrival of the client at Operation Lone Star.



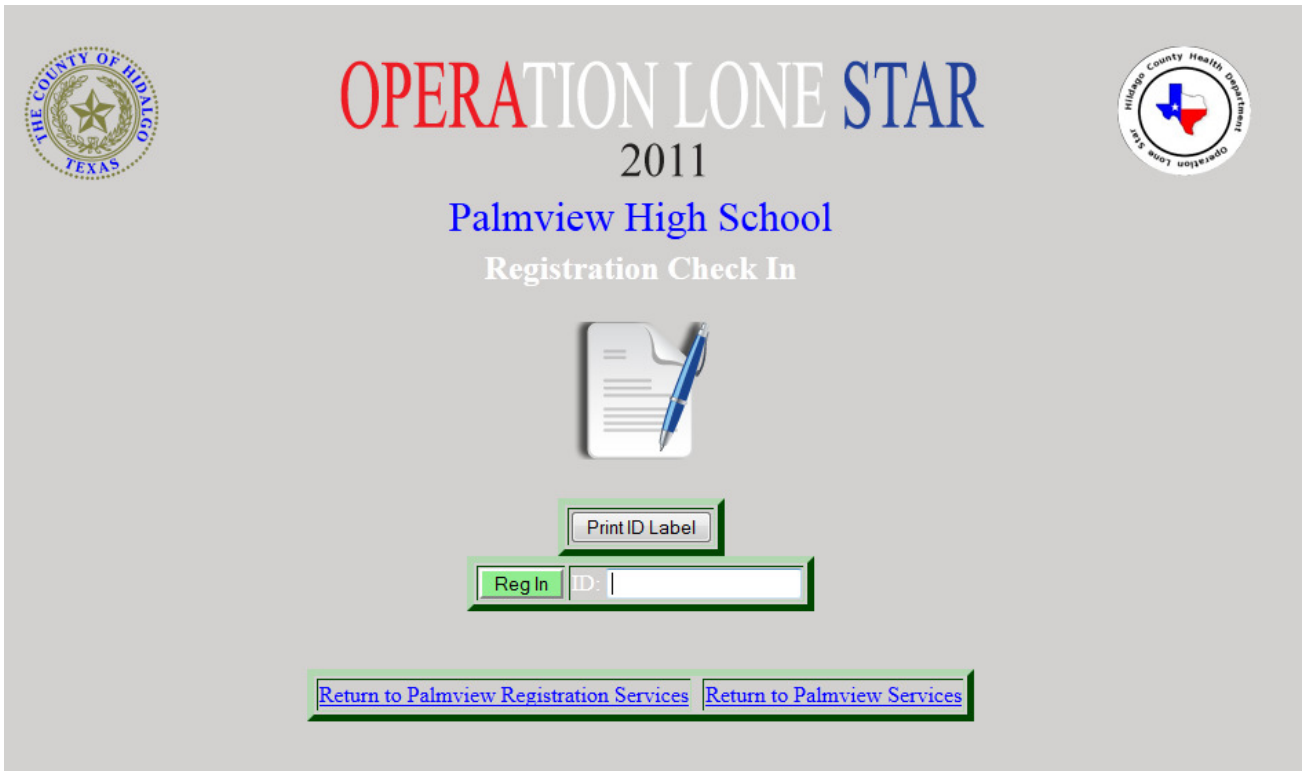
4. Client then goes to the general waiting area before being called into the registration area where they will receive a client folder and demographics are collected.

5. Wrist band is scanned into the client registration section of the software.

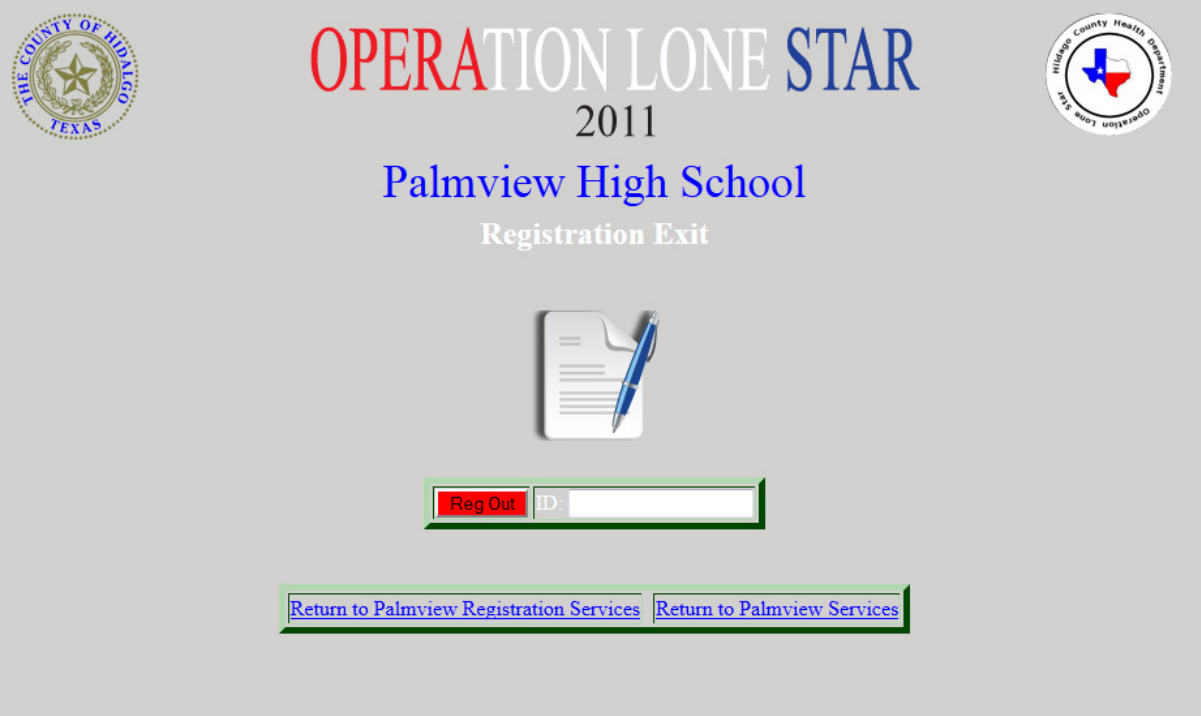


6. Client fills out required paperwork at the registration table.

7. Wrist band is scanned to generate matching labels for the documentation.

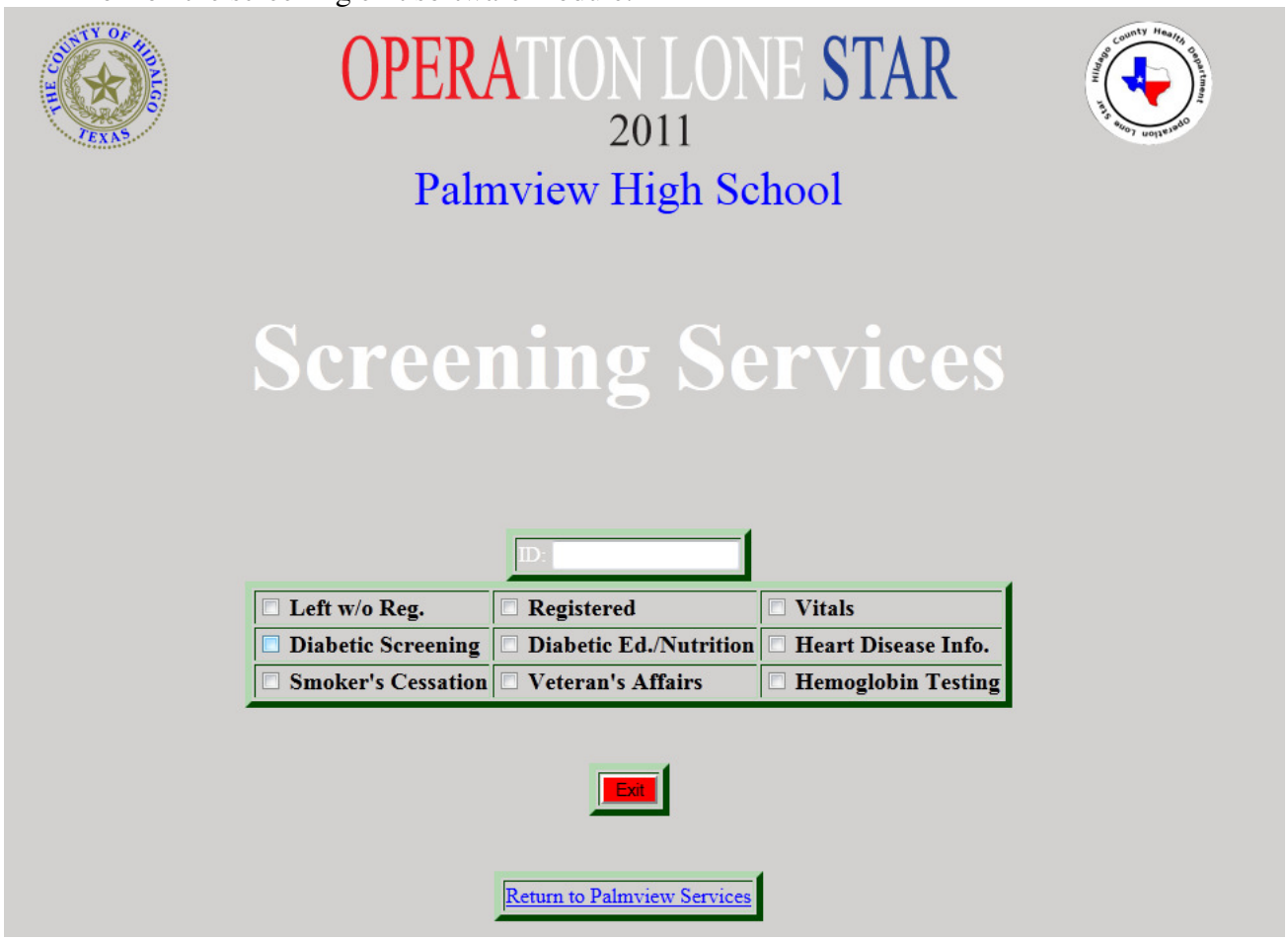


8. Wrist band is scanned upon exiting the registration area to provide total time spent in the registration area. Bottleneck delays are examined all along the entire flow process to expedite patient flow.



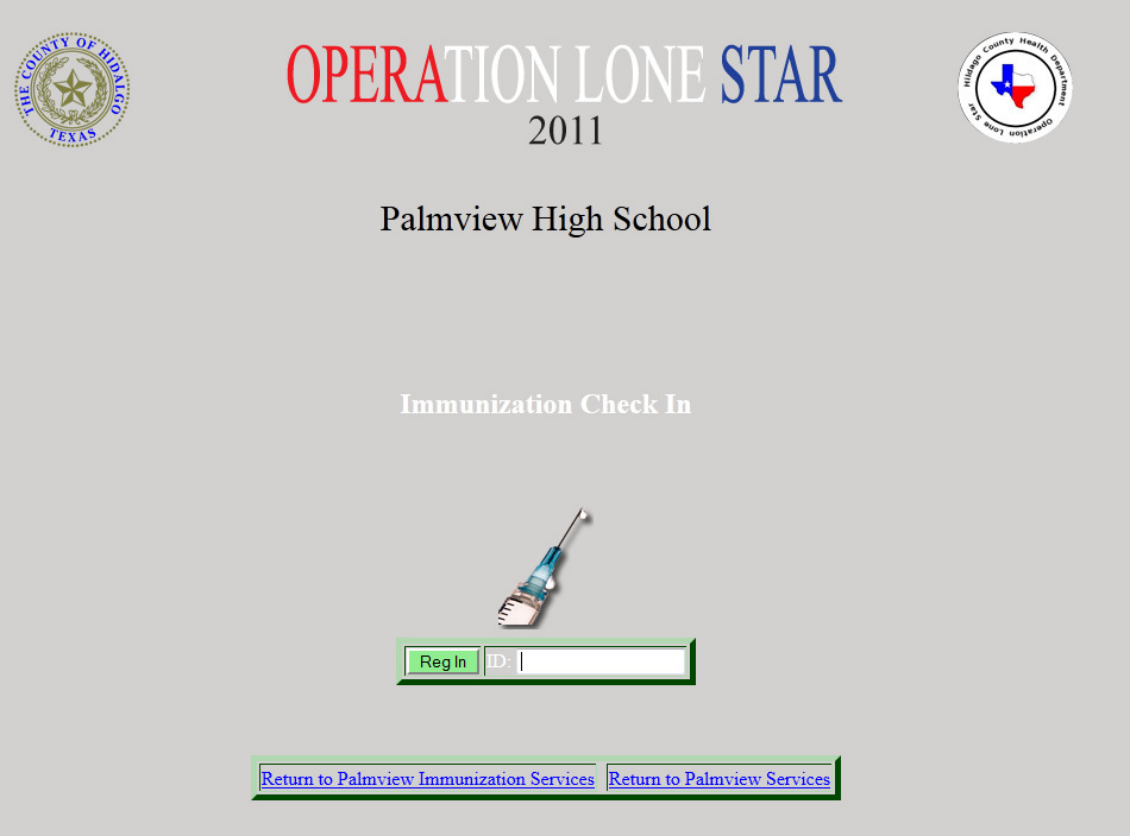
9. Client proceeds through the other available screening services (e.g. diabetic screening, vitals screening, hemoglobin testing, etc). Each service can scan the barcode label if sufficient workstations are available. Some screening services are required (e.g. Vitals) whereas other services are optional for the clients.

10. Client exits available screening services and all services received are check off on the screening exit software module.

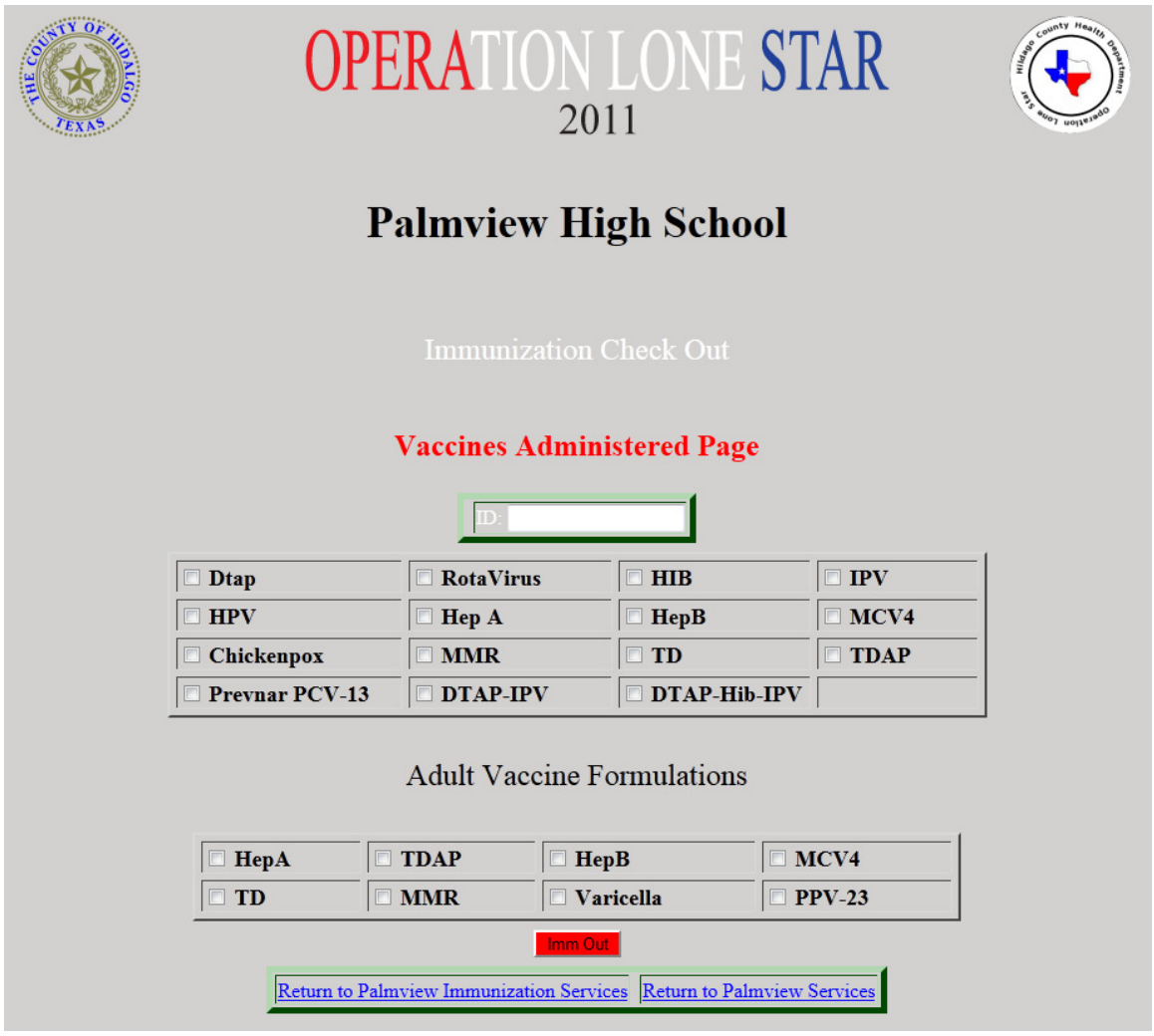


11. If the client is receiving immunizations, client proceeds to immunization waiting area.

12. The client is then called to enter immunization area and ID Bracelet is scanned.

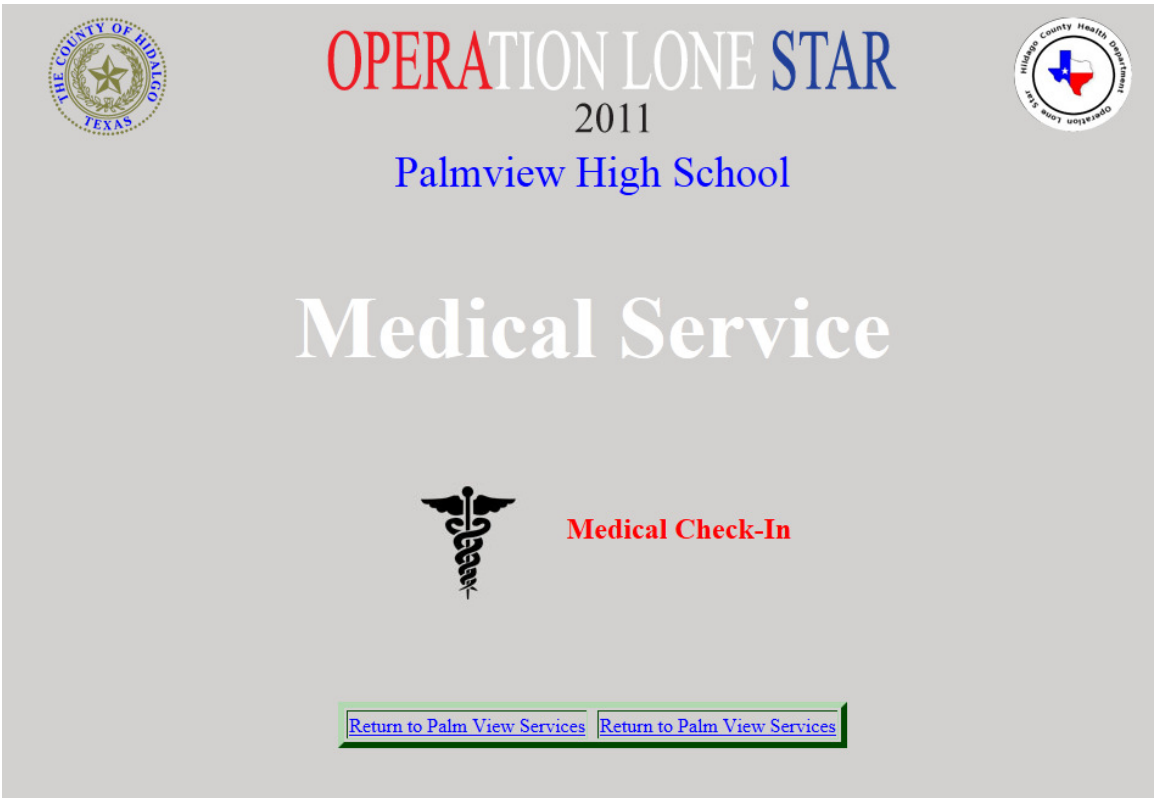


13. Client receives immunization(s) and ID bracelet is scanned on exit and immunization(s) received are selected on the immunizations module of the software. (This in and out data will provided us with the average time a client spends receiving an immunization).



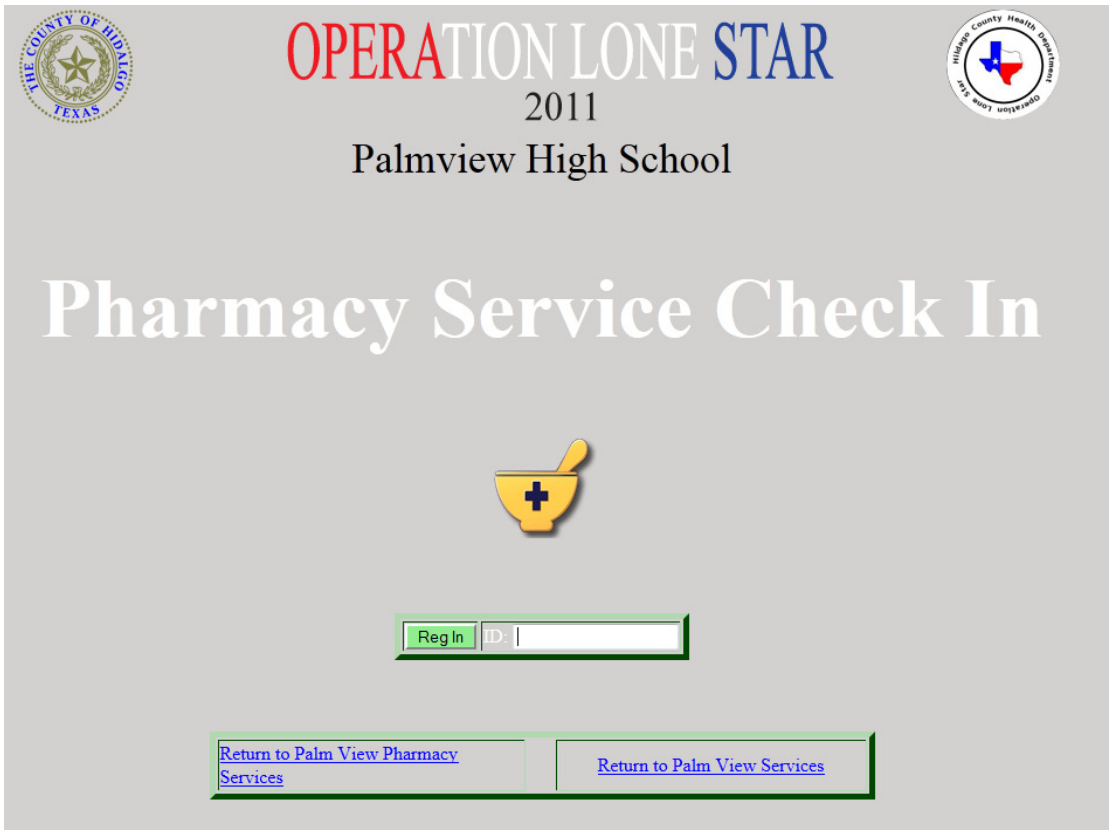
14. If the client is receiving medical services, the client proceeds to the medical services waiting area.

15. When the client is called into medical services, the clients' ID bracelet is scanned only once regardless of the number or types of medical services being received. (This will provide us with a count of clients receiving medical services). Hidalgo County does have the option however of more specific tracking of medical services rendered if needed and have done so in prior operations but for Optional Lone Star 2011 this option was not exercised.



16. Upon receiving medical services client leaves medical services and proceeds to the pharmacy or to the exit.

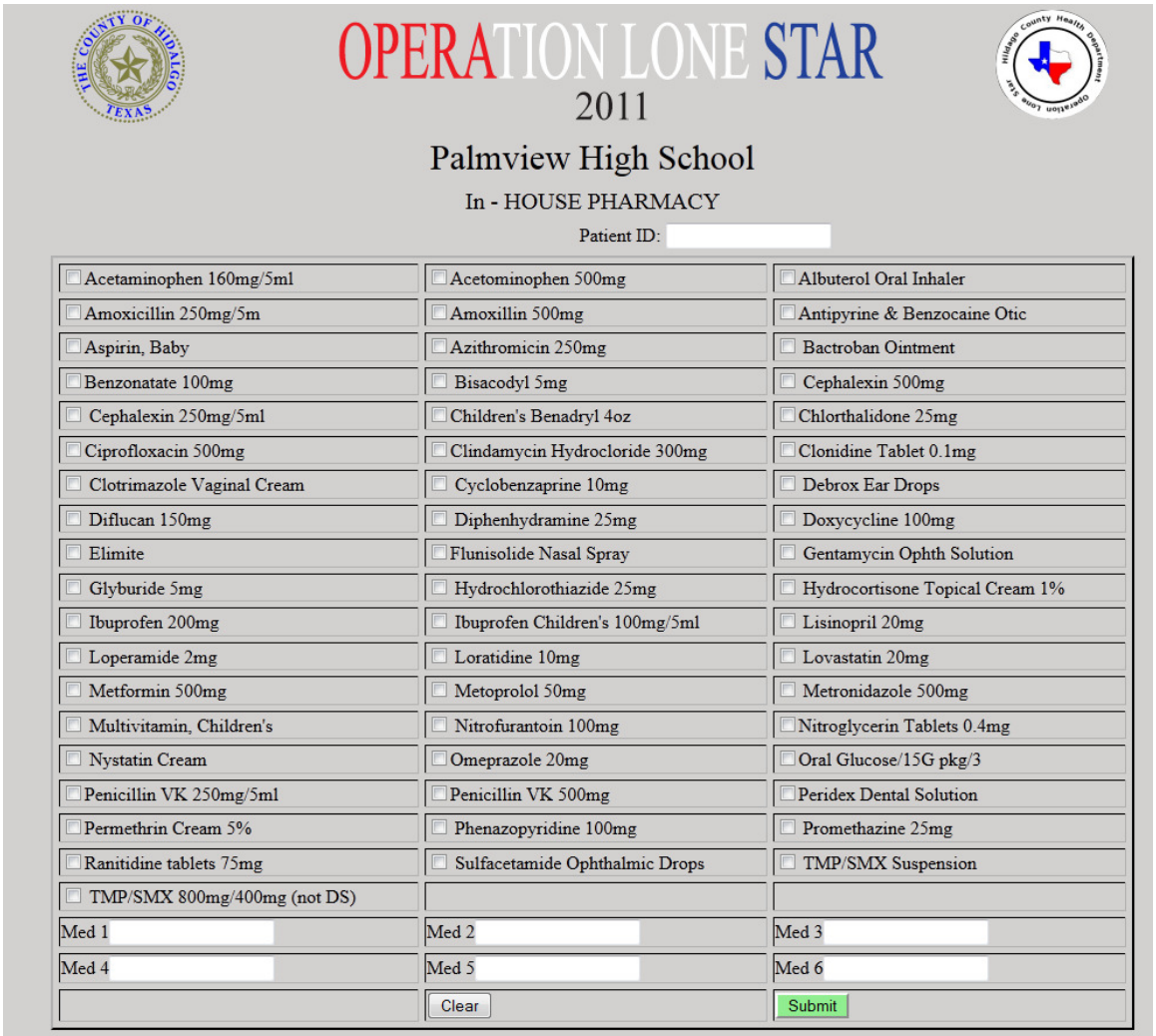
17. If the client goes to the pharmacy, the clients' ID bracelet is scanned at arrival and the prescriptions are taken by the pharmacist.



18. Pharmacist fills the prescriptions that can be filled on site.

19. Pharmacist provides the client with the filled prescriptions and the unfilled prescriptions.

20. The client's ID bracelet is scanned again on exit and the medications dispensed and those not dispensed are documented in the pharmacy module. (This information provides us with the amount of time a client is spending at the pharmacy, what prescriptions were filled and which were not. The prescription information is helpful in developing the formulary for the following year's Operation Lone Star.)



OPERATION LONE STAR
2011

Palmview High School

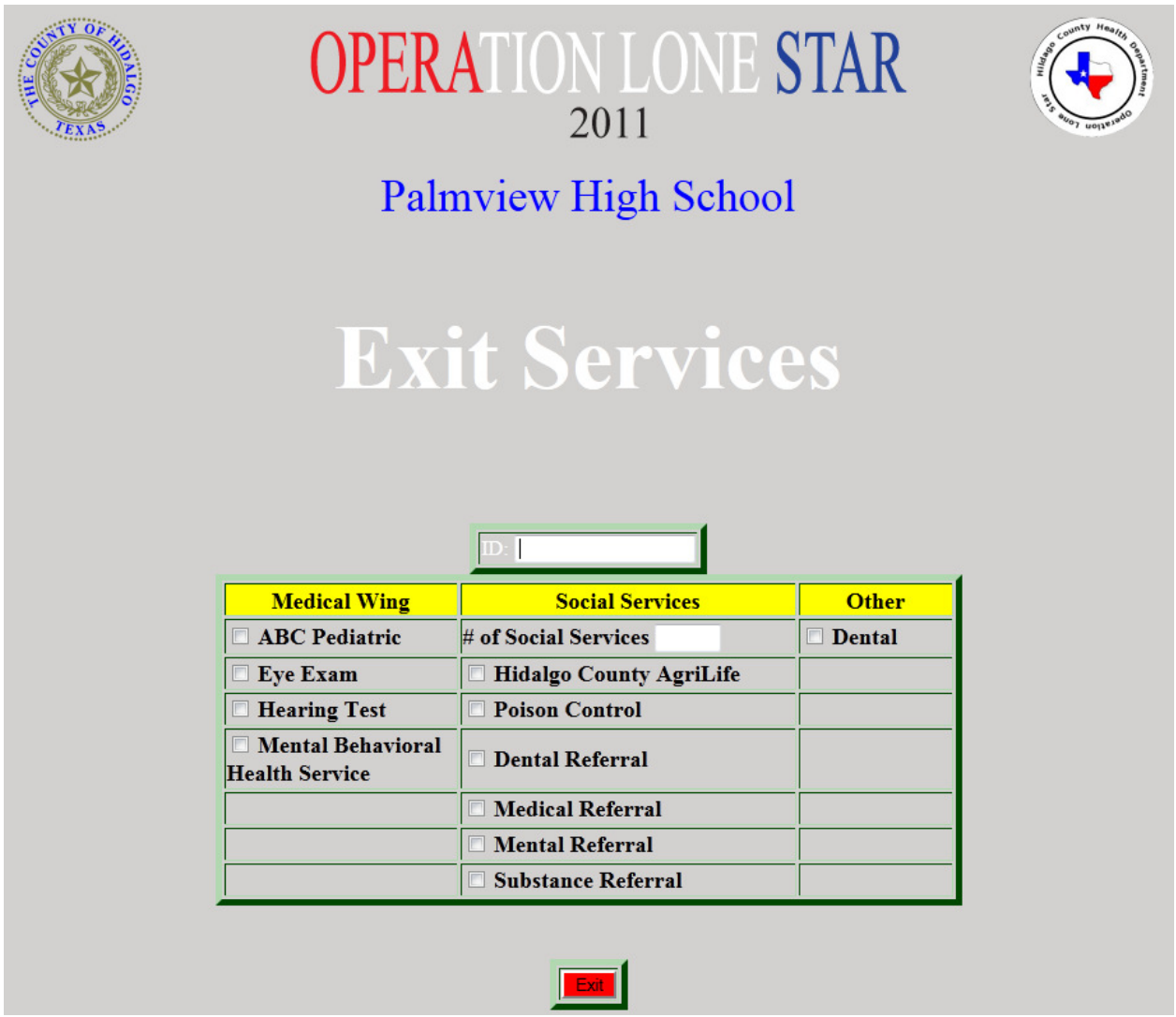
In - HOUSE PHARMACY

Patient ID:

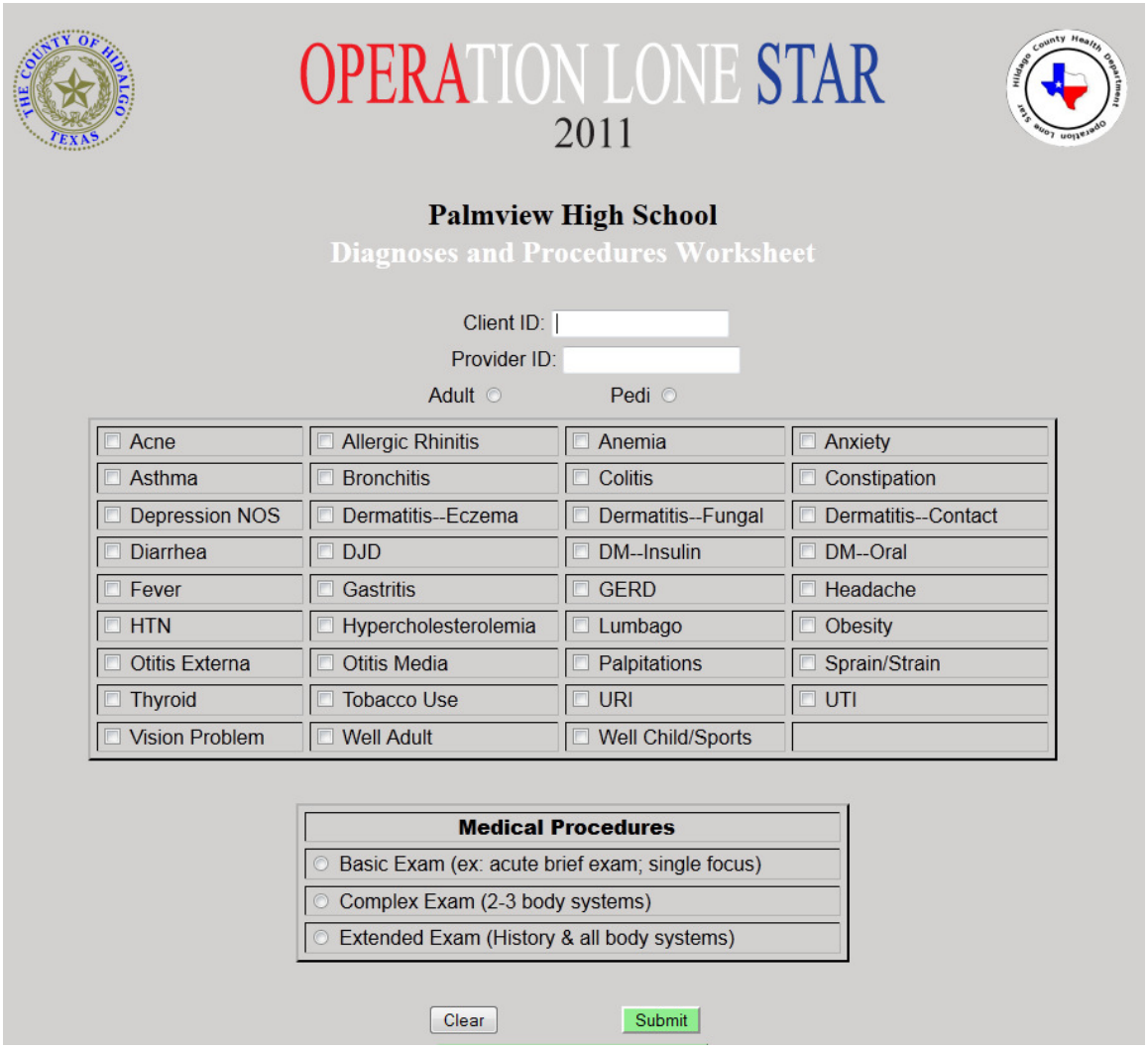
Acetaminophen 160mg/5ml	Acetominophen 500mg	Albuterol Oral Inhaler
Amoxicillin 250mg/5m	Amoxillin 500mg	Antipyrine & Benzocaine Otic
Aspirin, Baby	Azithromicin 250mg	Bactroban Ointment
Benzonatate 100mg	Bisacodyl 5mg	Cephalexin 500mg
Cephalexin 250mg/5ml	Children's Benadryl 4oz	Chlorthalidone 25mg
Ciprofloxacin 500mg	Clindamycin Hydrocloride 300mg	Clonidine Tablet 0.1mg
Clotrimazole Vaginal Cream	Cyclobenzaprine 10mg	Debrox Ear Drops
Diflucan 150mg	Diphenhydramine 25mg	Doxycycline 100mg
Elimite	Flunisolide Nasal Spray	Gentamycin Ophth Solution
Glyburide 5mg	Hydrochlorothiazide 25mg	Hydrocortisone Topical Cream 1%
Ibuprofen 200mg	Ibuprofen Children's 100mg/5ml	Lisinopril 20mg
Loperamide 2mg	Loratidine 10mg	Lovastatin 20mg
Metformin 500mg	Metoprolol 50mg	Metronidazole 500mg
Multivitamin, Children's	Nitrofurantoin 100mg	Nitroglycerin Tablets 0.4mg
Nystatin Cream	Omeprazole 20mg	Oral Glucose/15G pkg/3
Penicillin VK 250mg/5ml	Penicillin VK 500mg	Peridex Dental Solution
Permethrin Cream 5%	Phenazopyridine 100mg	Promethazine 25mg
Ranitidine tablets 75mg	Sulfacetamide Ophthalmic Drops	TMP/SMX Suspension
TMP/SMX 800mg/400mg (not DS)		
Med 1	Med 2	Med 3
Med 4	Med 5	Med 6
	Clear	Submit

21. Client proceeds to additional screening services and social services (if any) available.

22. Client proceeds to the exit after completing all screening services available. The id bracelet is scanned at exit and any additional services received are entered into the exit module of the software. This information provides us with an average amount of time a client is spending at Operation Lone Star.



23. After the client leaves, additional information from their chart can be entered into the software, such as diagnosis, to allow pertinent personnel to look for trends or statistics necessary to prepare for the following year.



OPERATION LONE STAR
2011

Palmview High School
Diagnoses and Procedures Worksheet

Client ID:
Provider ID:
Adult ○ Pedi ○

☐ Acne	☐ Allergic Rhinitis	☐ Anemia	☐ Anxiety
☐ Asthma	☐ Bronchitis	☐ Colitis	☐ Constipation
☐ Depression NOS	☐ Dermatitis--Eczema	☐ Dermatitis--Fungal	☐ Dermatitis--Contact
☐ Diarrhea	☐ DJD	☐ DM--Insulin	☐ DM--Oral
☐ Fever	☐ Gastritis	☐ GERD	☐ Headache
☐ HTN	☐ Hypercholesterolemia	☐ Lumbago	☐ Obesity
☐ Otitis Externa	☐ Otitis Media	☐ Palpitations	☐ Sprain/Strain
☐ Thyroid	☐ Tobacco Use	☐ URI	☐ UTI
☐ Vision Problem	☐ Well Adult	☐ Well Child/Sports	

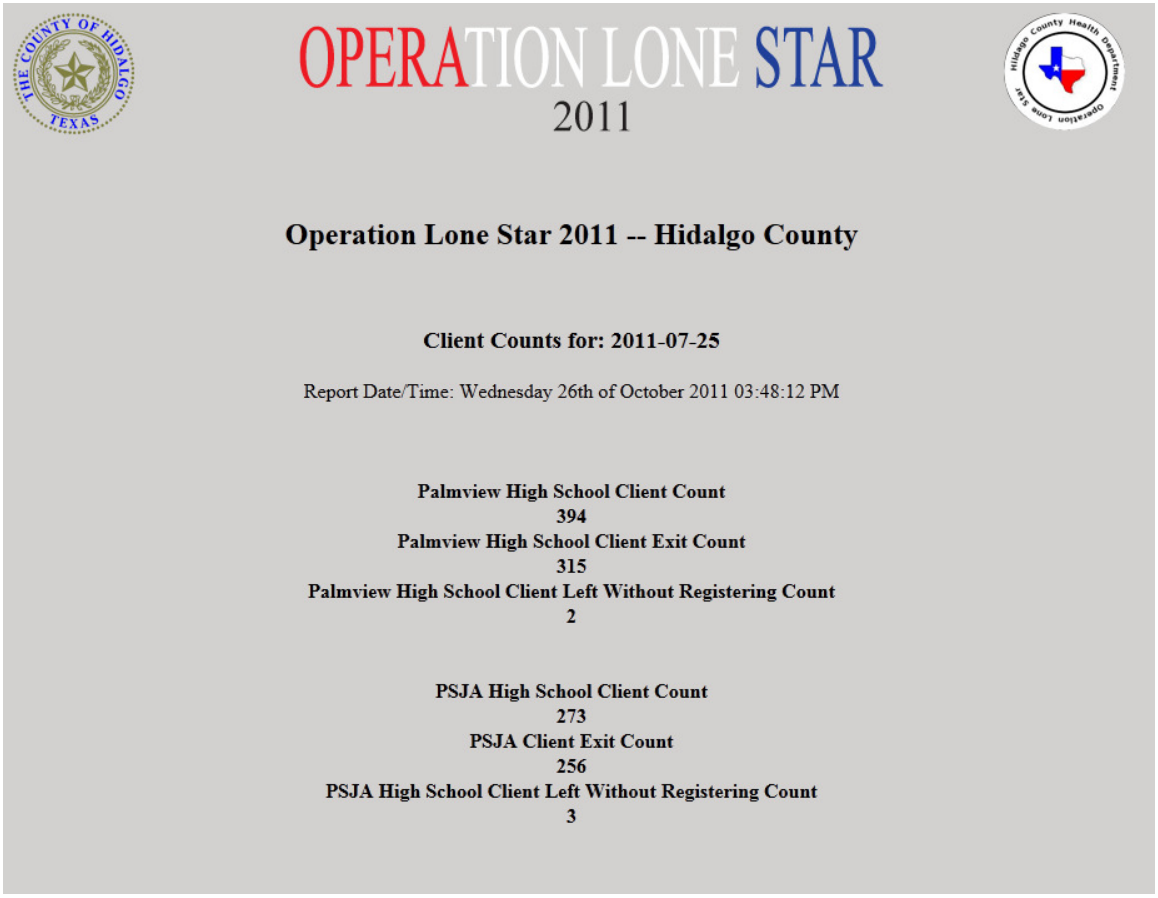
Medical Procedures
○ Basic Exam (ex: acute brief exam; single focus)
○ Complex Exam (2-3 body systems)
○ Extended Exam (History & all body systems)

Clear Submit

REPORTING

The reports section of the software allows for real time data to be viewed at the POD site, Emergency Operations Center or even the State Operations Center to provide the individuals with the most up to date information. The Daily Reports provided EOC Operations with a quick view in real time of the numbers of patients entering the facilities, number of services being requested and provided, and the number of referrals given. When tracking inventories, this becomes a very useful tool to ensure adequate supplies are being requested and delivered in a timely manner.

Client Counts: The Client Count report gave a quick overview of the numbers of patients being seen at each site in real-time as well as the number of the patients leaving without registering. In some cases, patients would want a particular service (e.g. dental) that was not being provided and would leave prior to registering and officially entering the POD facility.



OPERATION LONE STAR
2011

Operation Lone Star 2011 -- Hidalgo County

Client Counts for: 2011-07-25

Report Date/Time: Wednesday 26th of October 2011 03:48:12 PM

Palmview High School Client Count
394
Palmview High School Client Exit Count
315
Palmview High School Client Left Without Registering Count
2

PSJA High School Client Count
273
PSJA Client Exit Count
256
PSJA High School Client Left Without Registering Count
3

BEST PRACTICE

Client Wait Times: Client Wait Times could be compared by POD sites to give EOC Operations more situational awareness with the flow of patients and make adjustments to POD operations as needed to minimize as much as possible the time required to complete registration, prescription filling, immunization delivery, and total time in the clinics. Staffing and volunteer resources could be adjusted as needed between POD sites and cities as needed.

OPERATION LONE STAR
2011

Operation Lone Star 2011 -- Hidalgo County

Client Wait Times for: 2011-07-29

Report Date/Time: Wednesday 26th of October 2011 03:49:19 PM

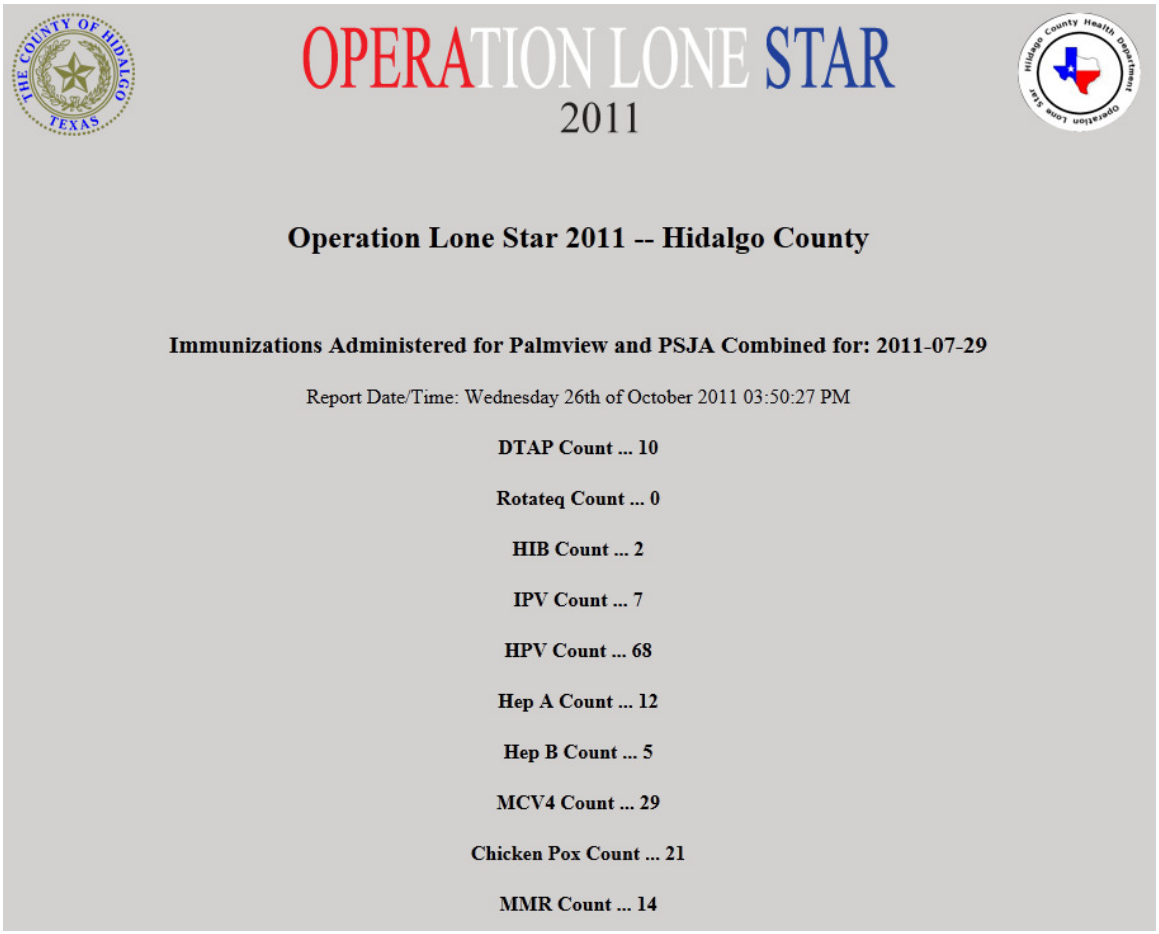
Palmview High School Wait Times

Registration	Pharmacy	Immunization	Total time at OLS-2011
00:18:36	00:17:28	00:17:40	03:27:09

PSJA High School Wait Times

Registration	Pharmacy	Immunization	Total time at OLS-2011
00:12:15	00:15:59	00:18:27	03:18:05

Immunizations administered for all sites (report is also available on a per site basis): The Vaccines Administration Page gave immediate access to the numbers and types of vaccines being administered in real time at the POD sites. These counts could be compared to the resupply orders being requested by the individual POD sites for next day planning purposes.



OPERATION LONE STAR
2011

Operation Lone Star 2011 -- Hidalgo County

Immunizations Administered for Palmview and PSJA Combined for: 2011-07-29

Report Date/Time: Wednesday 26th of October 2011 03:50:27 PM

DTAP Count ... 10

Rotateq Count ... 0

HIB Count ... 2

IPV Count ... 7

HPV Count ... 68

Hep A Count ... 12

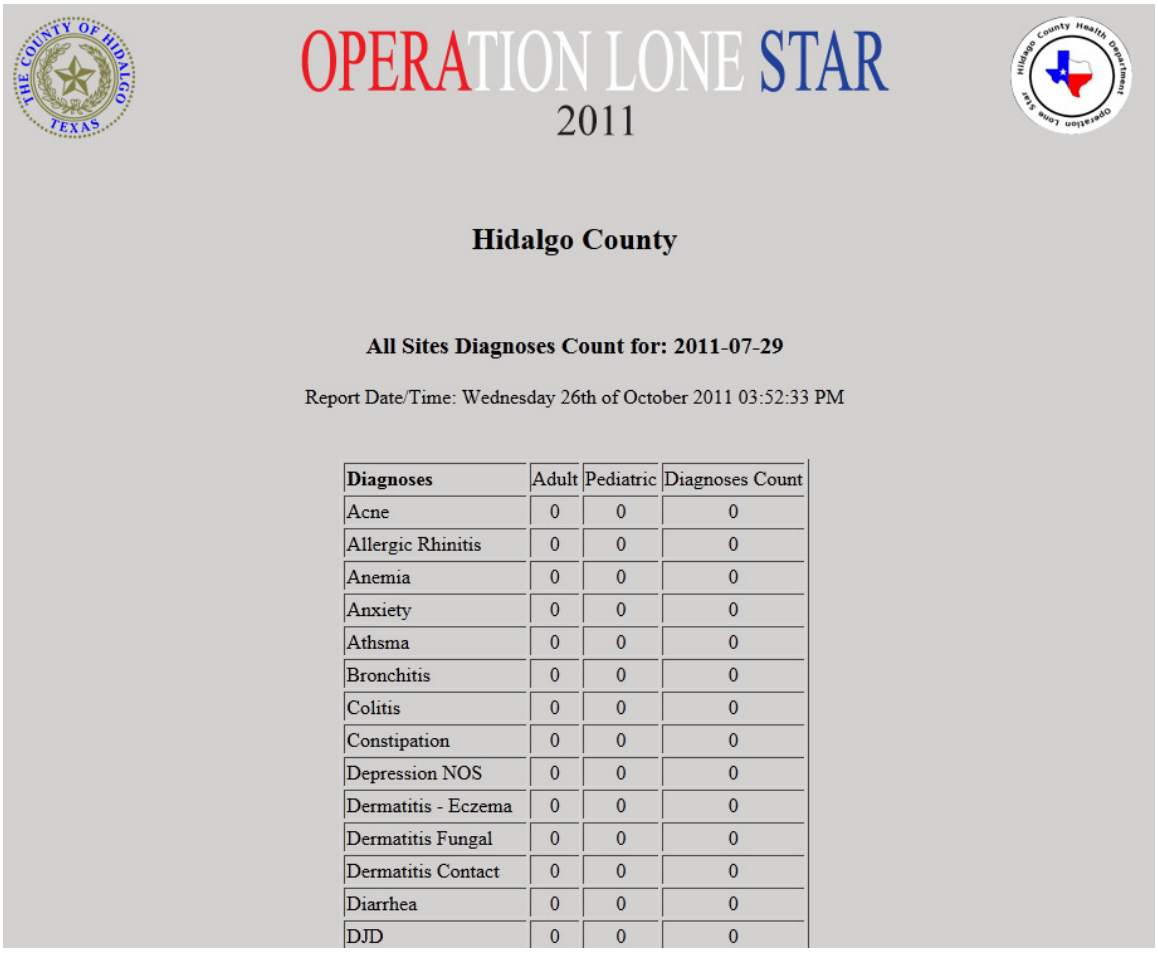
Hep B Count ... 5

MCV4 Count ... 29

Chicken Pox Count ... 21

MMR Count ... 14

Diagnosis count for all sites (report is also available on a per site basis): The Diagnoses Count screen was not used for real-time data collection during Operation LoneStar 2011 due to a shortage of volunteers used to collect the data. However, it could be used retrospectively if the Department chooses to perform a record review and capture this info for next year's planning purpose.



OPERATION LONE STAR
2011

Hidalgo County

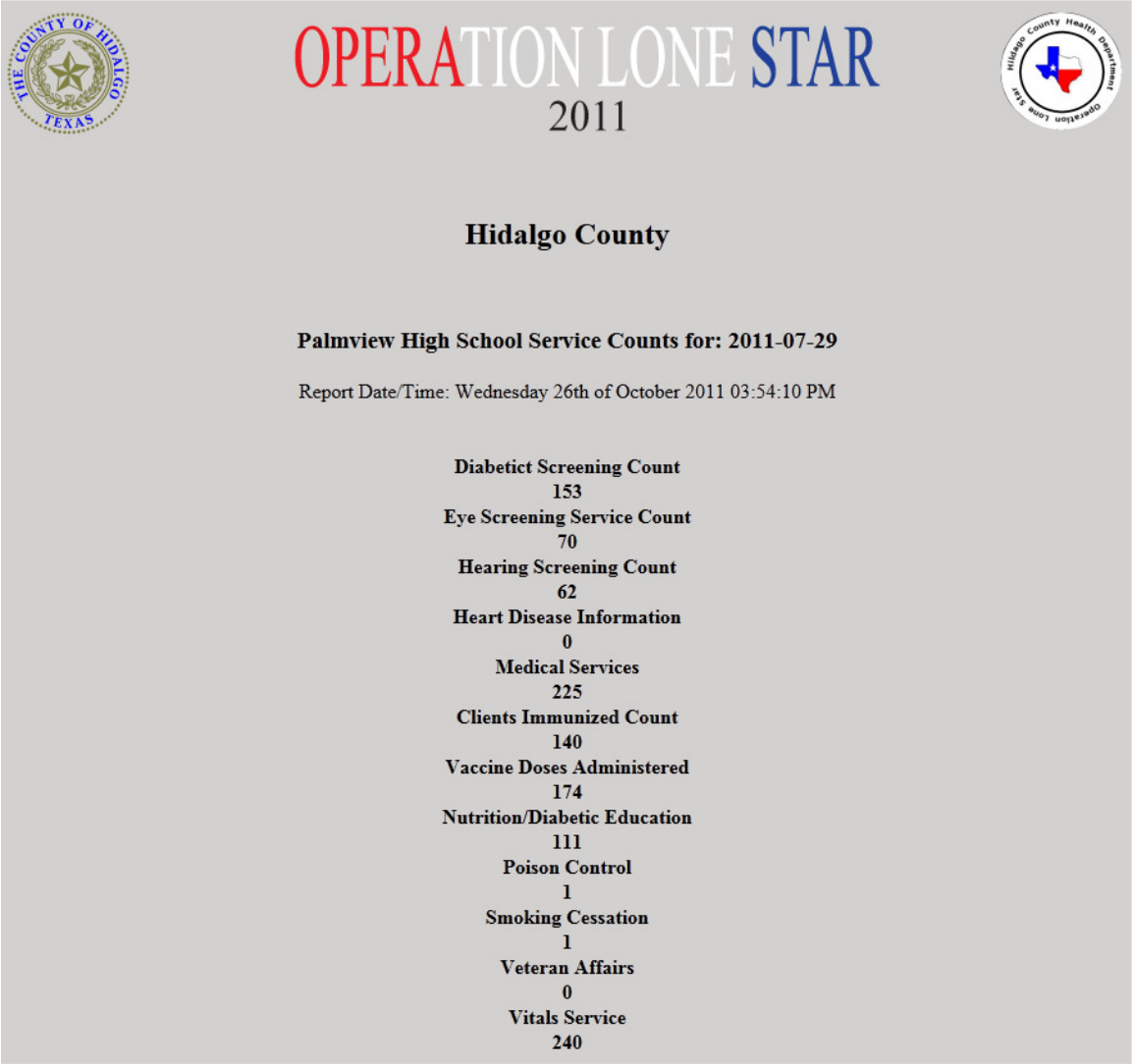
All Sites Diagnoses Count for: 2011-07-29

Report Date/Time: Wednesday 26th of October 2011 03:52:33 PM

Diagnoses	Adult	Pediatric	Diagnoses Count
Acne	0	0	0
Allergic Rhinitis	0	0	0
Anemia	0	0	0
Anxiety	0	0	0
Athsma	0	0	0
Bronchitis	0	0	0
Colitis	0	0	0
Constipation	0	0	0
Depression NOS	0	0	0
Dermatitis - Eczema	0	0	0
Dermatitis Fungal	0	0	0
Dermatitis Contact	0	0	0
Diarrhea	0	0	0
DJD	0	0	0

Individual Site Reports

Screening Services Counts: Service counts in real time for each POD were tracked to determine the levels of service being requested by patients entering the POD sites. POD Incident Commanders and leaders have immediate access to all their data and services being rendered in real time operation. The EOC or Unified Command can view individual sites and their specific data or can view an overall operation conglomerate of all sites participating in the operation to produce an overall operation picture of the event in real-time and maintain situational awareness across large jurisdictions.



OPERATION LONE STAR
2011

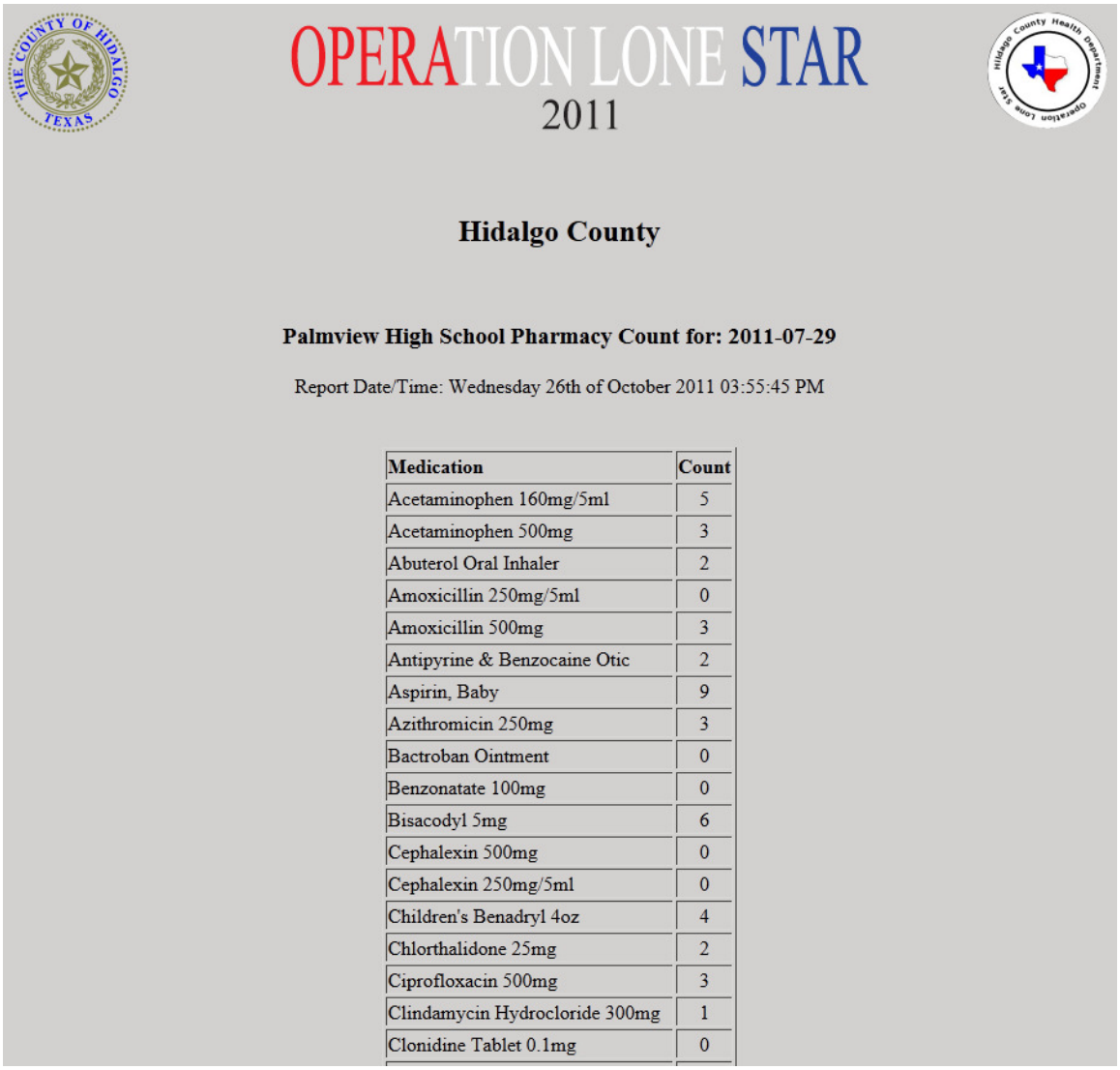
Hidalgo County

Palmview High School Service Counts for: 2011-07-29

Report Date/Time: Wednesday 26th of October 2011 03:54:10 PM

Diabetict Screening Count
153
Eye Screening Service Count
70
Hearing Screening Count
62
Heart Disease Information
0
Medical Services
225
Clients Immunized Count
140
Vaccine Doses Administered
174
Nutrition/Diabetic Education
111
Poison Control
1
Smoking Cessation
1
Veteran Affairs
0
Vitals Service
240

Pharmacy Counts: Pharmacy counts were available in real-time to track specific medications being dispensed in-house as well as a total accounting for all medications prescribed. This gave Operations a clear indication of the medicinal issues being seen by the attending physicians and provided additional planning intel each day as the event progressed.



OPERATION LONE STAR
2011

Hidalgo County

Palmview High School Pharmacy Count for: 2011-07-29

Report Date/Time: Wednesday 26th of October 2011 03:55:45 PM

Medication	Count
Acetaminophen 160mg/5ml	5
Acetaminophen 500mg	3
Abuterol Oral Inhaler	2
Amoxicillin 250mg/5ml	0
Amoxicillin 500mg	3
Antipyrine & Benzocaine Otic	2
Aspirin, Baby	9
Azithromicin 250mg	3
Bactroban Ointment	0
Benzonatate 100mg	0
Bisacodyl 5mg	6
Cephalexin 500mg	0
Cephalexin 250mg/5ml	0
Children's Benadryl 4oz	4
Chlorthalidone 25mg	2
Ciprofloxacin 500mg	3
Clindamycin Hydrocloride 300mg	1
Clonidine Tablet 0.1mg	0

BENEFITS

- The process to capture information was essentially seamless.
- The data was real-time.
- The software operates on a SQL server and is 100% web-based meaning you can use anytime and anywhere you have internet access.
- No extra resources were needed to update or maintain the PCs.
- Reporting capability can grow as needed.
- Differences in service times at different POD sites can be easily evaluated.
- Provides pharmacy leadership capability by measuring work accomplished.
- Data is backed up securely approximately every 10 minutes, with secure copies and a full backup stored every night.
- Built from the ground up using no cost, open source, supportable software maintained by existing IT staff.
- There are daily, weekly, monthly, and yearly views.
- System tracks pharmacy prescriptions filled in-house as well as prescriptions prescribed but not filled.
- Area Command or other command centers can easily access the information for planning purposes if granted access.
- Program can be expanded, improved upon, with existing internal IT staff.
- System not limited by the number of PODs. Scalable to any number of POD sites.
- System can be used from any site location since it is web-based. For example, Laredo, Texas which is 2 + hours (180 miles) away from Hidalgo County used the system during week 2 of Operation Lone Star 2011.
- System is easily adaptable for multiple jurisdictions.

RESOURCES

H1N1 FULL SCALE EXERCISE PLANNERS, TRAINERS and EVALUATORS

Hidalgo County Health and Human Services
1302 South 25th Avenue
Edinburg, Texas 78539
Point of Contact:
Eduardo (Eddie) Olivarez, Health Director
Rigoberto (Rigo) Hinojosa, Director of Operations
Phone: (956)-383-6221

Disaster Preparedness and Response
Texas Extension Engineering Service
The Texas A&M University System
301 Tarrow
College Station, TX 77840-7896
Point of Contact:
Gary Meaney, Training Manager
Phone: 979-458-0857

DISCLAIMER

Lessons Learned Information Sharing (*LLIS.gov*) is the Department of Homeland Security/Federal Emergency Management Agency's national online network of lessons learned, best practices, and innovative ideas for the emergency management and homeland security communities. The Web site and its contents are provided for informational purposes only, without warranty or guarantee of any kind, and do not represent the official positions of the Department of Homeland Security. For more information on *LLIS.gov*, please email feedback@llis.dhs.gov or visit www.llis.gov.

AI-35061 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of Proclamation proclaiming November 14, 2012 as World Diabetes Day.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** n/a

FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 07:24 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Mike Escaname Started On: 10/31/2012 03:27 PM

Final Approval Date: 11/09/2012

PROCLAMATION

WHEREAS, November 14th of every year is World Diabetes Day; and

WHEREAS, thediabetes prevalence rate in Hidalgo County is 1 in every 3 people; and

WHEREAS, having diabetes increases a person's risk of nerve damage, amputation, heart disease, stroke, blindness and kidney failure if uncontrolled; and

WHEREAS, Hidalgo County's rates are double the statewide average of hospital admissions for long-term diabetes complications; and

WHEREAS, the financial and physical burdens of living with diabetes and its related complications are extremely overwhelming to the diabetic and their families; and

WHEREAS, Type 2 Diabetes, with proper nutrition, exercise and lifestyle choices, is a preventable disease; and

WHEREAS, early detection of diabetes allows for more successful treatment outcomes; and

WHEREAS, diabetes awareness education about prevention, detection and treatment methods is essential to combating the prevalence of this debilitating disease in Hidalgo County; and

Now, therefore, the Hidalgo County Commissioners Court does hereby PROCLAIM November 14th, 2012 as Hidalgo County Diabetes Day, and encourages all residents and employees to incorporate diabetes awareness, prevention and detection practices into daily family activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 13th day of November, 2012.

_____
RAMON GARCIA
County Judge

_____ _____
JOEL QUINTANILLA HECTOR "TITO" PALACIOS
County Commissioner, Pct. 1 County Commissioner, Pct. 2

_____ _____
JOE M. FLORES JOSEPH PALACIOS
County Commissioner, Pct. 3 County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-35039 **Health & Human Services Dept. 11. G.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to reimburse Eduardo Olivarez, HCHHSD Chief Administrative Officer, for fuel cost related to invoice shown as follows:

Vendor	Invoice #	Date	Invoice Amount	Purpose
Valero	580494	09/26/12	85.11	Fuel Cost

BACKGROUND

Mr. Olivarez, HCHHSD Chief Administrative Officer, traveled to Webb County to deliver a morgue trailer. The request for a morgue trailer was made by Webb County and Texas Dept. of Public Safety, Division of Emergency Management.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-626

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Requisition #223742
Funds available as of 10-31-12

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 12:03 PM
Manuel Chapa	Manuel Chapa	10/31/2012 01:18 PM
Auditor's Office	Angela Garcia	10/31/2012 03:34 PM
Mike Escaname (Originator)	Mike Escaname	10/31/2012 03:50 PM
Manuel Chapa	Manuel Chapa	11/01/2012 08:02 AM
Purchasing Department	Marty Salazar	11/07/2012 04:44 PM

Form Started By: Mike Escaname Started On: 10/31/2012 11:15 AM

Final Approval Date: 11/07/2012

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
CornerStore4U.com

TP48645765-001 VALERO 1507
4418 HWY 359
LAREDO TX 78

7448

< DUPLICATE RECEIPT >

DATE 09/26/12
TIME 1:32 AM
AUTH# 580494

AMEX

PUMP	PRODUCT	PPG
03	UNLD	$3.529

GALLONS	FUEL TOTAL
24.116	$85.11

Corner Store #1507
4418 Highway 359
Laredo, TX
ST# 1507 TILL XXXX DR# 0 TRAN#
CSH: 0 09/26/12 01:32:46

Reg # 223742

Eduardo Olivarez

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
580494	9/26/12	85.11	Valero
TOTAL		85.11	

I further state that I was authorized to make such a purchase(s). Req# 22372

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me. acct# 2-1100-441-00-340-001-0-626

SIGNATURE: _____

TITLE: Chief Administrative Officer
PERSON MAKING PURCHASE

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez and on h__ oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H__ / S___ further stated h__ / s___ requested payment of the same.

(SEAL)

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-06-2014

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00223742
Po No

Vendor OLIVAREZ, EDUARDO
Address C/O HEALTH DEPT.

Owner JESCALANTE

Date Entered 09-26-2012
Status Disapproved Requisition

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	FUEL FOR COUNTY VEHICLE□HD-46 F-250, FORD TRUCK, VIN, 1F	90.0000	90.00

Total **90.00**

Account Number	Description	Account Balance	Amount
2-1100-441-00-340-001-0-626	HEALTH ADM-GASOLINE/DIESEL	183.44	90.00

Eddie Olivarez

From: O'Valle, John R <John.O'Valle@dps.texas.gov>
Sent: Wednesday, September 26, 2012 5:19 AM
Cc: 'Eddie.Olivarez@hchd.org'
Subject: Fw: ICS 213 WEBB MORGUE

John R. O'Valle
District Coordinator
Texas Department of Public Safety
Division of Emergency Management
2525 North International Blvd.
Weslaco, Texas 78596
Office (956) 565 7121
Cell (956) 227 0696
Email John.O'Valle@dps.texas.gov

From: Pena, Tony
Sent: Tuesday, September 25, 2012 10:22 PM
To: Alejandro, Jose
Cc: O'Valle, John R
Subject: Re: ICS 213 WEBB MORGUE

John, forward this to Eddie Olivarez and have him fill out the return on it with any guidelines...

A.A. "Tony" Pena, Jr

State EM Coordinator - Region 3

Texas Department of Public Safety

Division of Emergency Management

Weslaco, Texas 78597

956-565-7120 office

956-270-0728 cell

tony.pena@dps.texas.gov

On Sep 25, 2012, at 10:14 PM, "Alejandro, Jose" <Jose.Alejandro@dps.texas.gov> wrote:

> Joe Alejandro
> District Coordinator 3B
> **Sent by Blackberry
>
> **From**: Andres Butler [mailto:abutler@webbcountytx.gov]
> **Sent**: Tuesday, September 25, 2012 05:48 PM
> **To**: 'eddie.olivares@dps.texas.gov' <eddie.olivares@dps.texas.gov>
> **Cc**: Alejandro, Jose
> **Subject**: FW: ICS 213 WEBB MORGUE
>
> As requested

From: Andres Butler
Sent: Tuesday, September 25, 2012 3:53 PM
To: 'jose.alejandro@dps.texas.gov'
Cc: Leroy R. Medford; Arturo Barrera
Subject: ICS 213 WEBB MORGUE

GENERAL MESSAGE		
TO: DDC-19	**POSITION:** CAPTAIN	
FROM: ANDRES BUTLER WEBB COUNTY	**POSITION:** EMERGENCY MANAGEMENT COORDINATOF	
SUBJECT: REQUEST A TEMPORARY PORTABLE MORGUE DUE TO THE COUNTY MORGUE OVERFLOW	**DATE:** 09-25-2012	**TIME:** 15:35

MESSAGE

DUE TO EXTREME HEAT CONDITINS IN WEBB COUNTY, AN UNUSUAL AMOUNT OF

DEATHS HAS BEEN CAUSING THE COUNTY MORGUE TO OVERFLOW.

WE ARE REQUESTING ASSISTANCE WITH AA REGRIGERATED UNIT (TRAILER BOX) TC SET UP A TEMPORARY MORGUE AT THE 7100 BLOCK OF SAUNDERS ST. IN LAREDO, TX. THE SITE OF THE REGULAR COUNTY MORGUE.

THE COUNTY MORGUE IS FILLED BEYOND CAPACITY.

SIGNATURE	POSITION
SIGNED: ANDRES BUTLER	EMC

REPLY

DATE:	**TIME:**	**SIGNATURE/POSITION**

ICS 213 NFES 133

<ICS-213 General Message.doc>

Hidalgo County Health and Human Services Department
1304 S. 25th Avenue Edinburg, Texas 78542

Morgue Trailer Disclosure Statement

While the morgue trailer is in your possession you are responsible for the operation, maintenance, and upkeep of this piece of equipment. The receiving party shall have full responsibility to fuel, clean, and decontaminate the morgue trailer upon its return. You will be responsible to replace/repair any item that has been damaged, broken, misplaced, and/or stolen.

Hidalgo County is not responsible for any person who is injured while operating this piece of equipment. Hidalgo County has no responsibility in any of the outcomes which may not be favorable involving any corpses, evidence, and/or items placed in the trailer.

The following person will be the primary contact and person that will be held responsible and accountable for this piece of equipment while it is in your agency's possession.

Name of Recipient: Dr. Corinne E. Stern
Title of Recipient: Chief Medical Examiner
Recipient's Cell Phone: 956 236 5412

Recipient's Employer: Webb County
Employer Address: 1110 WASHINGTON
Laredo TX 78040
Employer Phone: 956 523 4000

Morgue Trailer Location: Webb County Medical Examiner
Henry Cuellar Roadway
Signature: _____ Date: 9-25-2012
Time: 2344

The County of Hidalgo confirms that this piece of equipment is totally functional and operational upon delivery.

Hidalgo County Rep: Eddie Olivarez
Signature: _____ Date: 9-25-2012

AI-35044 **Health & Human Services Dept. 11. H.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services (1100):
1. Requesting approval of the following personnel actions:

Action	Slot #	Position Title	Grade
Delete	0029	Eligibility Specialist I	4
Delete	0043	Eligibility Specialist I	4
Create	0048	Clerk II	3
Create	0049	Clerk II	3

2. Approval or revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-113

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Deletion and creation of positions will result in cost savings to county.

Attachments

backup

Job Descriptions

PARs

Form Review

Inbox	Reviewed By	Date
Human Resources	Sylvia Rios	11/09/2012 09:45 AM
Budget & Management	Merlen P. Munoz	11/09/2012 09:54 AM
Sylvia Solis	Sylvia Solis	11/09/2012 10:55 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Mike Escaname Started On: 10/31/2012 01:55 PM

Final Approval Date: 11/09/2012

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 13, 2012** **Agenda Item:** 35044

Summary of request/proposal:
HEALTH ADM. (1100):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ELIGIBILITY SPECIALIST I	0029	113	4	2	24,203.00	0.00	(24,203.00)
1100	ELIGIBILITY SPECIALIST I	0043	113	4	1	23,385.00	0.00	(23,385.00)
1100	CLERK II	0048	113	3	1	0.00	21,653.00	21,653.00
1100	CLERK II	0049	113	3	1	0.00	21,653.00	21,653.00
						47,588.00	43,306.00	(4,282.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-441-00-340-001-0-	113	HEALTH ADM -	REG F/T EMPLOYEES	($3,363.26)
2-1100-441-00-340-001-0-	211	HEALTH ADM -	HEALTH INSURANCE	$0.00
2-1100-441-00-340-001-0-	212	HEALTH ADM -	LIFE INSURANCE	$0.00
2-1100-441-00-340-001-0-	220	HEALTH ADM -	FICA	($257.29)
2-1100-441-00-340-001-0-	230	HEALTH ADM -	RETIREMENT	($334.64)
2-1100-441-00-340-001-0-	250	HEALTH ADM -	UNEMPLOYMENT COMP	($16.82)
2-1100-441-00-340-001-0-	260	HEALTH ADM -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($3,972.01)

2013 Budgetary Impact: ($5,057.04)

Possible Funding Sources: NO BUDGETARY IMPACT (COST SAVINGS)

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-441-00-340-001-0

HEALTH ADM.

AI- 35044

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF ADMIN OFFCR				$108,355.00	$108,355.00	$540.00	$0.00	$0.00	$0.00	$0.00	$108,895.00
0002	113	ACCOUNTANT III	12	5	$49,344.00	$49,344.00	$49,344.00	$540.00	$0.00	$0.00	$0.00	$0.00	$49,884.00
0004	113	EXECUTIVE ASSISTANT I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0006	113	HEALTH INSPECTOR II	9	1	$34,360.00	$34,360.00	$34,934.00	$420.00	$0.00	$0.00	$5,000.00	$0.00	$40,354.00
0008	113	HEALTH INSPECTOR I	7	4	$32,551.00	$32,551.00	$32,551.00	$780.00	$0.00	$0.00	$5,000.00	$0.00	$38,331.00
0009	113	HEALTH INSPECTOR I	7	3	$31,520.00	$31,520.00	$31,801.00	$660.00	$0.00	$0.00	$5,000.00	$0.00	$37,461.00
0010	113	ANIMAL CONTROL SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,186.00	$900.00	$0.00	$0.00	$0.00	$0.00	$30,086.00
0011	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$540.00	$0.00	$0.00	$5,000.00	$0.00	$36,369.00
0012	113	SEPTIC TANK INSPECTOR	7	2	$30,489.00	$30,489.00	$30,829.00	$660.00	$0.00	$0.00	$5,000.00	$0.00	$36,489.00
0013	113	ANIMAL CONTROL SPECIALIST II	6	5	$31,096.00	$31,096.00	$30,829.00	$360.00	$0.00	$0.00	$5,000.00	$0.00	$36,189.00
0014	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$420.00	$0.00	$0.00	$5,000.00	$0.00	$36,249.00
0016	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,288.00
0017	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,008.00
0018	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,231.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,591.00
0019	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$27,420.00	$27,422.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$28,682.00
0021	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,619.00
0022	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,199.00
0023	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,379.00
0024	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,839.00
0025	113	MATERIALS CLERK	5	1	$25,256.00	$25,256.00	$25,442.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,282.00
0026	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,508.00
0027	113	FAMILY PLANNING AIDE	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0028	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,804.00
		DELETE THE FOLLOWING:											
~~0029~~	~~113~~	~~ELIGIBILITY SPECIALIST I~~	~~4~~	~~2~~	~~$24,203.00~~	~~$24,203.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0030	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,503.00
0031	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0032	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$780.00	$0.00	$0.00	$0.00	$0.00	$24,983.00
0033	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0034	113	MAINTENANCE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$25,080.00
0035	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,043.00
0037	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,683.00
0038	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,743.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-441-00-340-001-0

HEALTH ADM.

AI- 35044

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$25,020.00
0042	113	CLERK II	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
		DELETE THE FOLLOWING:											
~~0043~~	~~113~~	~~ELIGIBILITY SPECIALIST I~~	~~4~~	~~1~~	~~$23,385.00~~	~~$23,385.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0044	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0045	113	PUBLIC HEALTH TECHNICIAN III	13	2	$48,383.00	$48,383.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,140.00
0046	113	ENVIRONMENTAL HEALTH SERVICES DIVISIC	15	1	$54,526.00	$54,526.00	$54,526.00	$1,200.00	$0.00	$0.00	$5,000.00	$0.00	$60,726.00
0047	113	PUBLIC HEALTH TECHNICIAN II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
		CREATE THE FOLLOWING:											
0048	**113**	**CLERK II**	**3**	**1**	**$21,653.00**	**$21,653.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0049	**113**	**CLERK II**	**3**	**1**	**$21,653.00**	**$21,653.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$1,170,973.00	$1,271,591.00	$1,183,510.00	$18,300.00	$0.00	$0.00	$40,000.00	$0.00	$1,241,810.00

Approval to delete and/or create the above hightligted full-time positions.
All personnel actions pending CC approval.

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ELIGIBILITY SPECIALIST I

GRADE: 04

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred. Graduation from a high school or equivalent; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

RECEIVED
NOV - 9 2012
Human Resources

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 10/31/2012

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT #: 0029

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (GRADE 4 / STEP 2

$ 24,203.00	$ 0.00	$ (24,203.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

A review of the Health Dept. Clinic staffing needs has resulted in determining that this position is not needed at this time.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-31-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez /efa HUMAN RESOURCES DIRECTOR	11.09.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

RECEIVED
NOV - 9 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 10/31/2012

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT #: 0043

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (GRADE 4 / STEP 1

$ 23,385.00	$ 0.00	$ (23,385.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

A review of the Health Dept. Clinic staffing needs has resulted in determining that this position is not needed at this time.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-31-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez/fpw HUMAN RESOURCES DIRECTOR	11.09.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

RECEIVED
NOV - 9 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 10/31/2012

CURRENT POSITION TITLE: CURRENT SLOT #: 048

REQUESTED POSITION TITLE: CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (GRADE 3 / STEP 1)

$ 0.00	$ 21,653.00	$ 21,653.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

A review of the Health Dept. Clinic staffing needs has resulted in determining that this position is needed. Health Dept. Clinic position of Eligibility Specialist will be deleted to allow this position to be created. This position will be involved in producing and proofing correspondence , reports, summaries, manuals, vouchers, records and other related forms. This position will also serve as client service as it also involves answering inquiries regarding policies and procedures, assisting the public and staff in filling out forms and providing information to public.

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-31-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez/sfx HUMAN RESOURCES DIRECTOR	11.09.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 9 2012
Human Resources

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 10/31/2012

CURRENT POSITION TITLE: CURRENT SLOT #: 049

REQUESTED POSITION TITLE: CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (GRADE 3 / STEP 1)

$ 0.00 Current G&S/ Budgeted Salary $ 21,653.00 Proposed G&S/ Budgeted Salary $ 21,653.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

A review of the Health Dept. Clinic staffing needs has resulted in determining that this position is needed. Health Dept. Clinic position of Eligibility Specialist will be deleted to allow this position to be created. This position will be involved in producing and proofing correspondence , reports, summaries, manuals, vouchers, records and other related forms. This position will also serve as client service as it also involves answering inquiries regarding policies and procedures, assisting the public and staff in filling out forms and providing information to public.

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-31-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez /afn HUMAN RESOURCES DIRECTOR	11.09.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/09/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-35067 **Facilities Management** **12. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Facilities Mgmt. **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of payment for Invoice #42183 in the amount of $350.60 as submitted by Central Fence Supply for the "Modular Portable Building Project" (PO #682324).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 10/31/12. Reference PO#682324

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 09:50 AM
Roland Garcia	Rolando Garcia	11/02/2012 08:54 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Olga Garza Started On: 10/31/2012 03:58 PM

Final Approval Date: 11/09/2012

101912-150207-1

CENTRAL FENCE SUPPLY

504 E. Ferguson
P.O. Box 827
Pharr, TX 78577
(956) 783-7959 / 800-491-7923
Fax # (956) 787-4311
www.CentralFenceLtd.com

Invoice

Date	Invoice #
10/16/2012	42183

Customer:	Deliver To:
Hidalgo County Buildings and Grounds 3100 South Bus 281/ P.O. BOX 1356 Edinburg Tx 78539 Ph# 956-318-2646 Fax# 956-318-2648	

P.O. Number	Terms	Estimator	Project
682324	Net 30	David	

Quantity	Description	Price Each	Amount
30	Terminal Post 2 3/8" x 8'0" .065	11.24	337.20T
20	Acorn Cap 2 3/8" - Aluminum	0.67	13.40T

OK TO LOAD
App:

RECEIVED BY
COUNTY AUDITOR
2012 OCT 19 PM 2 22

GOOD SERVICES RECEIVED BY:
Jose Garza ON 10-11-12
INVOICE RECEIVED BY:
[illegible] ON 10-18-12

This original invoice required for ALL merchandise pick-up

2-1342-419-40-220-048-0-720
$350.60

Customer must verify the correctness of all material being loaded. WE ARE NOT RESPONSIBLE FOR ERRORS ONCE THE CUSTOMER LEAVES OUR LOCATION. Return policy: Within 30 days of purchase & with original invoice; a 15% cash, 25% CC, re-stocking fee will apply.

Subtotal	$350.60
Sales Tax (0.0%)	$0.00
Total	$350.60
Balance Due	$350.60

913 22 3555

CENTRAL FENCE SUPPLY

504 E. Ferguson
P.O. Box 827
Pharr, TX 78577
(956) 783-7959 / 800-491-7923
Fax # (956) 787-4311
www.CentralFenceLtd.com

Estimate

Date	Estimate #
10/10/2012	22034

PO# 682324

Customer:
Hidalgo County Buildings and Grounds 3100 South Bus 281/ P.O. BOX 1356 Edinburg Tx 78539 Ph# 956-318-2646 Fax# 956-318-2648

Estimator	Project
David	

Qty	Description	Rate	Total
30	Terminal Post 2 3/8" x 8'0" .065 80130	11.24	337.20T
20	Acorn Cap 2 3/8" - Aluminum 80130	0.67	13.40T

W/O 12-2400

Need Post + Caps

For Parking Lot At Courthouse

Sefe/ Saul

10-10-12

Note:
Modular Portable Building
Project & funding

Sefe Garza
10-11-12

This is an estimate, as understood, based on your drawing / information given. Please review for accuracy. We are not responsible for good faith errors. We thank you for your consideration.

Subtotal	$350.60
Sales Tax (0.0%)	$0.00
Total	$350.60

Purchase Order

COUNTY OF HIDALGO

PO#: 682324

DATE: 10/12/12

Needed 10-11-12

VENDOR: 150207 REQ:00224555
FAX (956)787-4311 Email:
Phone:(800)491-7923
CENTRAL FENCE & SUPPLY, LTD
P.O. BOX 827
PHARR TX 78577

Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT

Special Instructions: REQ 913

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
30	EACH	OM TERMINAL POST 2 3/8 X 80 .065 (Posts for Signs for Modular Bldgs) 80130	11.24	337.20
20	EACH	OM ACORN CAP 2 3/8 - ALUMINUM (Caps for Posts) 80130 REF: WORK ORDER 12-2400	.67	13.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		350.60

****
For Hidalgo County use only
2-1342-419-40-220-048-0-720 350.60

Approved

NIGP-# 80130

Authorized by: Martha L. Salazar

1.) Generano
2.) Saul

Facilities Management
For the County of Hidalgo

DATA ENTERED
OCT 05 2012

Work Order
*** Fax Back to: Nelda F. Rios ~ 318-2648 ***

Request Info: Date of Request: 10-5-12 Time of Request: 12:40
Department Requesting: Fac Mgt
Department Contact: Sylk / Rick Phone #: 463-6826

Job Site Address: Courthouse East Side Parking Lot

Description of Work Requested: the front of parking lot west side need to restripe for ADA van, Also make Ramp to side walk's
1) striping
2) build cement Ramp's

Payment of Request: *(If paid by the requesting department a signature from the department head is required)*
Purchase Order #: _____ Available in PO#: _____
Account #: _-_____-___-__-___-___-_-___ Avail. in Acc#: _____

Work Order Info: Work Order #: 12-2400
Job Assigned to: List each workers name:

Estimated:
Start Date: _____ End Date: _____ Day(s): _____
Estimated Labor Cost: _____
Estimated Material Cost: _____ Estimated Total Cost: _____

Actual Labor:

Start Date		End Date	Day(s)
No. of men	Hours	Job Description	man hours
		Travel	
		Research	
		Parts	
		Equipment	
		Job	
Totals			

Material P.O. No.

Quantity	Material Description	Unit Cost	Actual
		Actual Material Cost:	

Completed By: _____
Date:

To be filled out by actual employee(s) performing work.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/30/2012

TO: Alma Ybarra **DEPARTMENT:** (220) FACILITIES MANAGEMENT

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: CENTRAL FENCE & SUPPLY, LTD Invoice #42183

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #42183*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☐ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Alma invoice#42183 for Central Fence & Supply is being returned for the following reasons. When you are using capital improvement project funds all invoice need to be place on Commissioners Court for approval. Also, please attach copy of work order #12-2400 as per purchase order. Before resubmitting invoice to Auditor's Office please attach copy of the agenda item and copy of the work order. If you have any questions, please feel free to cal me at ext. 4630.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

AI-35062 **IT Department 13. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of claim/invoice(s) from OCE/Canon (attached herein) in the amount of $214.54 with authority for Hidalgo County Treasurer to issue payment after auditing procedures completed.

BACKGROUND

A lapse occured when vendor was asked to modify agreement (through legal review & comment as to form) and there was a delay in receiving document from company of placement on CC agenda for action.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-002-0-432

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available through PO# 681405 in the amount of $214.54 as of 11/9/12 for OCE Financial Services, Inc.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 07:25 AM
Erika Zamora	Erika Zamora	11/09/2012 02:24 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Edna Kirby Started On: 10/31/2012 03:35 PM

Final Approval Date: 11/09/2012

Océ
5450 North Cumberland Avenue
Chicago, IL 60656

Canon
CANON GROUP

PLEASE REMIT TO:
Océ
12379 Collections Center Drive
Chicago, IL 60693

D-U-N-S 78-756-7924
F-I-N 06-1070101

RECEIVED BY
COUNTY AUDITOR
2012 OCT 19 AM 10 18

INVOICE

BILL TO ADDRESS: 0000518080

Attn: County of Hidalgo Information Techn-956.
COUNTY OF HIDALGO
PO Box 207
EDINBURG TX 78540-0207

INFORMATION

Invoice Number	: 987825889
Date	: 09/14/2012
Payment Terms	: Net 30 Days
Payment Due	: 10/14/2012
Customer No.	: 518080
Control Number	: 6030342

	Amount
PO Number: Juan D. Salinas III	
Oce TCS Scanner Model: TCS4 Serial No 451004875 Equipment Location: COUNTY OF HIDALGO 518080 100 E CANO ST EDINBURG TX 78539-4582 Maintenance From 08/01/2012 to 08/31/2012	63.93
Oce TCS500 Color Printer w/2 Rolls Model: TCS522NA Serial No 552003530 Maintenance From 08/01/2012 to 08/31/2012	90.94
Oce TCS500 Scan Logic Model: 4903619 Serial No. Maintenance From 08/01/2012 to 08/31/2012	46.89
2 HelpDesk Incidents (Only w/HMA or SMA) Model: 9713088 Serial No. Maintenance From 08/01/2012 to 08/31/2012	12.78

Invoice Received By:
Ednaluey On 9/20/12
Goods/services Received By:
Ednaluey On 8-01-31/13
Acct.# 2-1100-415-00-200-002-0-432
PO# UB1405

Net Amount	214.54
Total Tax	0.00
Total Amount	214.54

Please Include Invoice Number With Payment

RECEIVED BY
COUNTY AUDITOR
2012 SEP 21 AM 11 06

Thank You For Your Order. If you have any questions, please contact

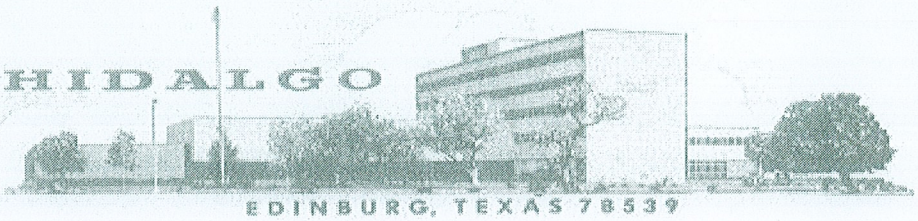
Supplies
Orders and Billing Inquiries 1-800-323-4827
Parts
Orders and Billing Inquiries 1-866-472-7876
Machines/Software/Professional Services
Service 1-800-662-2966
Billing and Payment Inquiries 1-877-587-1645

To ensure accurate invoicing, report your meter reads each month at www.oceusa.com/meter2

To have your Invoices emailed to you, please contact the Billing Inquiry Center at 1-877-587-1645.

Océ reserves the right to charge Customer 1-1/2% per month of the portion of Customer's unpaid balance that exceeds Customer's payment terms. We hereby certify these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued undersection 14,thereof.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
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HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 10/23/2012

TO: Edna Kirby

DEPARTMENT: (200) INFORMATION TECHNOLOGY

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: OCE FINANCIAL SERVICES, INC. Invoice #987825889

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #987825889*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- [ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- [ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- [ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- [ ] **SIGNATURE OR DATE NOT PRESENT**
- [ ] **SYSTEM SHOWS INVOICE PAID**
- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [x] **OTHER: Need CC approval to pay. AI 34692 is approval for 1 month of 214.54 only. Will pay for July maintenance. Need CC approval for the month of August.**
- [ ] **COMMENTS / RECOMMENDATION:**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

Purchase Order

COUNTY OF HIDALGO

PO#: 681405

DATE: 09/20/12

VENDOR: 339253 REQ:00223409

Email:

Phone:(866)623-3974

OCE FINANCIAL SERVICES, INC.
5600 BROKEN SOUND BLVD
BOCA RATON FL 33487

Vendor Acct:

BUYER:

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

CONTACT:

SITE: INFORMATION TECHNOLOGY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER REFER TO:PREVIOUS PO# 669702 APPROVED AGENDA 33285 CONSENT 8-27-12 REQ FOR JULY AND AUGUST OK...AS PER EDNA'S CONVERSATION WITH MATY ON 9-20-12		
2	MONTH	OM MAINTENANCE FOR OCE TCS500 COLOR PRINTER W/2 ROLLS MODEL #TCS522NA JULY 01, 2012 TO AUGUST 31, 2012	90.94	181.88
2	MONTH	OM MAINTENANCE FOR OCE TCS500 SCAN LOGIC MODEL #4903619 JULY 01, 2012 TO AUGUST 31, 2012	46.89	93.78
2	EACH	OM MAINTENANCE FOR 2 HELP DESK INCIDENTS MODEL 9713088 JULY 01, 2012 TO AUGUST 31, 2012	12.78	25.56
2	MONTH	OM MAINTENANCE FOR OCE TCS SCANNER MODEL # TCS4 JULY 01, 2012 to AUGUST 31, 2012	63.93	127.86
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		plotter used to print out maps for County	Total	429.08
		**********		
		For Hidalgo County use only		
		2-1100-415-00-200-002-0-432	429.08	
		Approved _____		
		Located at IT Dept Maty		

2012 OCT 19 AM 10:18 RECEIVED BY COUNTY AUDITOR

Authorized by: Martha L. Salazar

AI-35065 **IT Department 13. B.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of claim/invoice(s) from Eco Net (attached herein) in the amount of $1,794.00 with authority for Hidalgo County Treasurer to issue payment after auditing procedures are completed.

BACKGROUND

A lapse occured in getting proper information from vendor and there was a delay in receiving information from company to place on CC agenda for action

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available through PO#681885 in the amount of $1,794.00 as of 11/9/12 for ECONET.COM, Inc.

Attachments

ECONET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 07:30 AM
Erika Zamora	Erika Zamora	11/09/2012 02:29 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Edna Kirby Started On: 10/31/2012 03:48 PM

Final Approval Date: 11/09/2012

sentinel IPS™
Intrusion Prevention Systems
www.networkcloaking.com

17194 Preston Rd. Suite 102-370 Dallas, TX 75248-1227 972.991.5005

RECEIVED BY COUNTY AUDITOR
2012 OCT 12 PM 2:33

INVOICE

Due Date	10/5/2012
Invoice #	24981
P.O. No.	681885
Terms	Due on receipt
Rep	DAL
Unit ID #	1U-3453-0410
Service Period	07/12 - 12/12

Bill To

Hidalgo County
Accounts Payable
100 N. Closner Blvd.
Edinburg, TX 78539

Installation Location

Hidalgo County
Renan Ramirez
100 N. Closner Blvd.
Edinburg, TX 78539

Date	Item	Description	Qty	Rate	Amount
	Sentinel 04	Sentinel High Availability Rack Mount - Monthly Service Includes 24/7 monitoring, remote management services, update services, upgrades and enhancements. End user and VAR (if applicable) agree to use the Sentinel IPS Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of EcoNet.com, Inc.	6	599.00	3,594.00
	Credit to Inv	Credit or Adjustment to Invoice service period 07/12-12/12		-900.00	-900.00
	Credit to Inv	Credit or Adjustment to Invoice service period 01/13-06/13		-900.00	-900.00

Invoice Received By:
Edna Kuley On 10/9/12
Goods/services Received By:
Edna Kuley On 7/12-12-12/31/12
Acct.# 2-1100-415-00-200-002-0-330
PO# 681885

Thank you for allowing us to serve your needs!

Sales Tax (8.25%)	$0.00
Subtotal	$1,794.00
Total	$1,794.00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Bill to address:

Hidalgo County
Accounts Payable
100 N. Closner Blvd.
Edinburg, TX 78539

Please make checks payable to:

EcoNet.com, Inc.
Accounting Dept.
17194 Preston Rd.#102-370
Dallas, TX 75248-1227

REMITTANCE

Due Date	10/5/2012
Invoice #	24981
Amt. Due	$1,794.00

AMT ENCLOSED

☐ Please check box if address is incorrect or has changed, and indicate change(s) on the envelope.

CREDIT CARD No.:

EXPIRATION and CODE

SIGNATURE

Visa or Master Card only

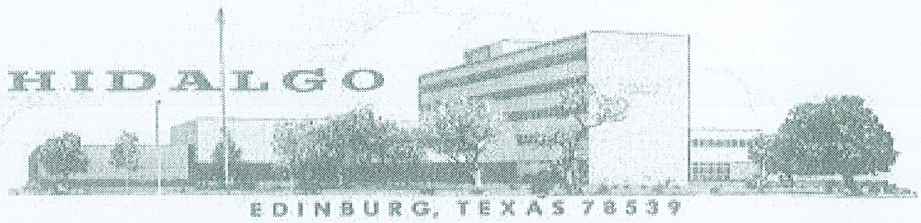
(circle card type)

If you are exempt from paying sales tax, please enter your ID number here

Employer identification number

We are joined together in our mutual belief that internet security should be honored as a fundamental human right.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 10/25/2012

TO: Edna Kirby

DEPARTMENT: (200) INFORMATION TECHNOLOGY

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: ECONET.COM, INC Invoice #24981

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #24981*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] **NEEDS APPROVAL OF:**
- [x] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [ ] **OTHER:**
- [x] **COMMENTS / RECOMMENDATION: Please contact Purchasing department on how to proceed with processing this invoice.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: September 18, 2012

Re: "Sole Source Declaration" - Econet.com, Inc.

RECEIVED BY
COUNTY AUDITOR
2012 OCT 12 AM 8:33

Hidalgo County IT Department purchased Sentinel Intrusion Prevention Systems (IPS) with Network Cloaking and Collective Intelligence Network Scrutiny (CINS) in July of 2011 through the Department of Information Resources (DIR) contract #645.

In has now become necessary to purchase the monitoring and support services which is used in tandem with the IPS equipment.

Econet.com, Inc. is the sole source for monitoring and support services. In addition Econet.com, Inc. does not have a DIR contract for said services.

Therefore, it is necessary for Hidalgo County to purchase the required maintenance and support services from Econet.com, Inc.

This sole source declaration is valid product(s) described and detailed herein for the length of time the equipment, software (including upgrades) is used by Hidalgo County.

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 787, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(b) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

RECEIVED BY
COUNTY AUDITOR
2012 OCT 12 AM 9 33

sentinel IPS
Intrusion Prevention Systems

17194 Preston Rd. Suite 102-370 Dallas, TX 75248-1227 972.991.5005

Req. 2m804

QUOTATION

P.O. No.
Terms Due on receipt
Rep DAL
Unit ID # 1U-3453-0410
Service Period 07/12 - 06/13

Bill To

Hidalgo County
Accounts Payable
100 N. Closner Blvd.
Edinburg, TX 78539

Installation Location
Hidalgo County Renan Ramirez 100 N. Closner Blvd. Edinburg, TX 78539

RECEIVED BY COUNTY AUDITOR 2012 OCT 12 PM 3:33

Date	Item	Description	Qty	Rate	Amount
	Sentinel 04	Sentinel High Availability Rack Mount - Monthly Service Includes 24/7 monitoring, remote management services, update services, upgrades and enhancements. End user and VAR (if applicable) agree to use the Sentinel IPS Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of EcoNet.com, Inc.	12	599.00	7,188.00
	Credit to Inv	Credit or Adjustment to Invoice		-1800.00	-1,800.00
		This is a quotation for maintenance - No signatures are required.			

Thank you for allowing us to serve your needs!

Sales Tax (8.25%)	$0.00
Subtotal	$5,388.00

Sentinel IPS
Intrusion Prevention Systems

Econet.com, Inc.
17194 Preston Rd. Suite 370
Dallas, TX 75248

972.991.5005
FAX 888.888.1907

www.econet.com
info@econet.com

August 3, 2012

Renán Ramírez
Chief Information Officer
Information Technology Dept.
County of Hidalgo, Texas

Re. Sole Source Confirmation

Dear Mr. Ramírez

This is to confirm our conversation that Econet.com, Inc. is the sole source provider for Sentinel Intrusion Prevention Systems (IPS) equipment with Network Cloaking™ and Collective Intelligence Network Security™ (CINS). Econet is also the sole source for the monitoring and support services, which are used in tandem with the IPS equipment.

Econet is the manufacturer or the Sentinel IPS, which utilizes the proprietary technology for which we are the sole source as well.

Sincerely,

David A. Lissberger
President and CEO

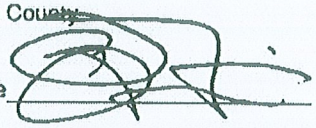
RECEIVED BY
COUNTY AUDITOR
2012 OCT 12 AM 9 33

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

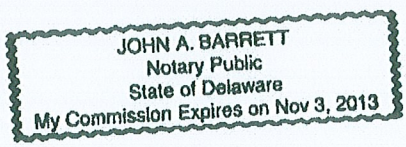
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared DAVID A. LISSBERGER a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is DAVID A. LISSBERGER. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: ECONET.COM, INC.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   SENTINEL INTRUSION PREVENTION SYSTEMS
   SENTINEL IPS
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature 

SWORN AND SUBSCRIBED TO under oath before me on 22 day of AUGUST, ~~2006~~ 2012



NOTARY PUBLIC

JOHN A. BARRETT
PRINTED NAME

NOV 3, 2013
MY COMMISSION EXPIRES

COMPANY NAME: ECONET.COM INC.
ADDRESS, CITY, STATE & ZIP CODE: 17194 PRESTON RD. #370 DALLAS, TX 75248
PHONE: 972 991 5005 NUMBER:
CONTACT NAME AND TITLE: DAVID A. LISSBERGER PRESIDENT
WEB ADDRESS: WWW.ECONET.COM EMAIL: DAVID@ECONET.COM
FEDERAL TAX ID NUMBER: TEXAS SALES TAX NUMBER: 1 75 289 25955

C. Pct. 2

1. **AI-34255** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services. – APPROVED
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services Thomas Rd (Jackson to McColl Rd) within Pct No. 2. – APPROVED

Total	R.E. Garcia	Rio Delta Engineering	R.E. Gutierrez
Evaluator 1	94	88	100
Ranking	2	3	1

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of R.E. GUTIERREZ for: the provision of professional engineering services for Thomas Rd (Jackson to McColl Rd) within Pct No. 2 area. – APPROVED

2. **AI-34383** Requesting approval of Second Amendment to Interlocal Cooperation Agreement between City of San Juan, Hidalgo County Drainage District No. 1 and County of Hidalgo, for Minnesota Drainage Project. – APPROVED; SUBJECT DATE UPON EXECUTION OF ALL PARTIES

D. Pct. 4

1. **AI-34397** Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75. – APPROVED

E. County Clerk's Office

1. **AI-34399** Presentation by Hon. Arturo Guajardo, Hidalgo County Clerk for Hidalgo County Commissioners Court's acceptance and approval of agreement by and between the Department of State Health Services (DSHS or the Performing Agency) an agency of the State of Texas, for DSHS Program Vital Statistics Unit and Hidalgo County Clerk (Receiving Agency) in connection with the issuance of birth certificates. – APPROVED

F. IT Department:

1. **AI-34191** a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source'; – APPROVED
b. Approval of a "Sole Source Declaration" with Econet.com, Inc., and authority to purchase the continuation of the "Sentinel Intrusion Prevention Systems (IPS) Software Monitoring, Support & Maintenance" (no signed documents required only purchase order) with said sole source designation remaining in effect as long as (IT) Information Technologies Department possess and utilizes the software in the amount of $842.00 per month through requisition #217804. – APPROVED

2. **AI-34106** Approval of the final negotiated contract including "Best and Final Offer" (BAFO) from a sole participant "AL3 Enterprises, LLC DBA Starr Telecom for "Cabling Installation Services, Time and Materials" for Hidalgo County Information Technology Countywide Department RFP No.: 2012-096-06-27-SMA. – APPROVED

AI-34191 19. F. 1.

CC REGULAR

Meeting Date: 09/25/2012

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source';

b. Approval of a "Sole Source Declaration" with Econet.com, Inc., and authority to purchase the continuation of the "Sentinel Intrusion Prevention Systems (IPS) Software Monitoring, Support & Maintenance" (no signed documents required only purchase order) with said sole source designation remaining in effect as long as (IT) Information Technologies Department possess and utilizes the software in the amount of $842.00 per month through requisition #217804.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funding available through Requisition#217804 in the amount of $5,388.00 as of 9/21/12 for ECONET.COM, INC.

Attachments

Requisition

Quote

County Sole Source Memo

262.024

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/20/2012 11:54 AM
Budget & Management	Merlen P. Munoz	09/20/2012 01:52 PM
Erika Zamora	Erika Zamora	09/21/2012 04:41 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM
Purchasing Department	Marty Salazar	09/20/2012 11:54 AM
Budget & Management	Merlen P. Munoz	09/20/2012 01:52 PM
Erika Zamora	Erika Zamora	09/21/2012 04:41 PM
Auditor's Office		09/21/2012 05:16 PM

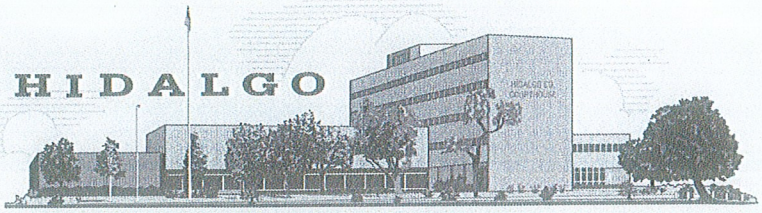
Form Started By: Matilde Faz Started On: 09/12/2012 04:10 PM

Final Approval Date: 09/21/2012

RECEIVED BY COUNTY AUDITOR 2012 OCT 12 AM 9 33

COUNTY of HIDALGO

Hidalgo County Computer Department
100 N. Closner Blvd.
Edinburg, TX 78539-3587
ph: 956-318-2151
fx: 956-318-2152
webmaster@co.hidalgo.tx.us
www.co.hidalgo.tx.us



EDINBURG, TEXAS 78539

TO: County Auditor, Ray Eufracio

FROM: Renan Ramirez, Chief Information Officer

DATE: October 09, 2012

RE: Copy of Invoice

Please pay from the following copy for Eco Net (24981) invoice was sent electronic.

If any more information is warranted do hesitate to call Edna Kirby at 956.292.7010 Ext. 6017.

RECEIVED BY
COUNTY AUDITOR
2012 OCT 12 AM 8 33

Requisition

Req # 00217804

PO #

Date: 06/13/12

Consent
34191
9/25/12

Bill To: x
x

Vendor : 391956
ECONET.COM, INC
17194 PRESTON RD SUITE 102-370
DALLAS TX 75248
FAX (888)888-1907

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIREY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	SS SENTINEL 04 SENTINEL HIGH AVAILABILITY RACK MOUNT-MONTHLY SERVICE INCLUDES 24/7 MONITORING, REMOTE MANAGEMENT SERVICES, UPDATE SERVICES, UPRADES AND ENHANCEMENTS. END USER AND VAR (IF APPLICABLE) AGREE TO USE THE SENTIENAL IPS APPLIANCE IN ACCORDANCE WITH THE SERVICE AGREEMENT AND END USER LICENSE AGREEMENT SERVICE PERIOD 07/01/12-06/30/2013	599.00	7,188.00
1.00	EACH	SS CREDIT TO INV ADJUSTMENT TO INVOICE	-1,800.00	-1,800.00
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-336	5,388.00	
			Freight	.00
			Total	5,388.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

2012 OCT 12 AM 9 33

RECEIVED BY
COUNTY AUDITOR

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 681885

DATE: 10/02/12

VENDOR: 391956 REQ:00217804

FAX (888)888-1907 Email:david@econet.com

Phone:(972)991-5005

ECONET.COM, INC

17194 PRESTON RD SUITE 102-370

DALLAS TX 75248

Vendor Acct:

BUYER:

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

CONTACT:

SITE: INFORMATION TECHNOLOGY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6	MONTH	SS SENTINEL 04 SENTINEL HIGH AVAILABILITY RACK MOUNT- MONTHLY SERVICE INCLUDES 24/7 MONITORING, REMOTE MANAGEMENT SERVICES, UPDATE SERVICES, UPRADES AND ENHANCEMENTS. END USER AND VAR (IF APPLICABLE) AGREE TO USE THE SENTIENAL IPS APPLIANCE IN ACCORDANCE WITH THE SERVICE AGREEMENT AND END USER LICENSE AGREEMENT SERVICE PERIOD 07/01/12-12/31/2012	599.00	3,594.00
1	EACH	SS CREDIT TO INV ADJUSTMENT TO INVOICE	-1,800.00	-1,800.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,794.00
		********** For Hidalgo County use only **********		
		2-1100-415-00-200-002-0-336 1,794.00		
		Approved		

RECEIVED BY COUNTY AUDITOR 2012 OCT 12 AM 9 33

Intrusion Detection appliance to keep our network safe (Keeps hackers Out)

EGomez

Authorized by: Martha L. Salazar

AI-35132 **IT Department 13. C.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMM. PCT. 4
Authorization and approval to purchase Pooled Telemetry Connect Plans through the County's membership/participation with CONTRACT: DIR-SDD-1777 with awarded vendor AT&T for the following:

Decription:	Quantity:	Employee Name:	Service Plan:	
New Activation	120	Office Use	Pooled Telemetry Connection Plan-1MB @ $6.65/ea X 120/units = $798.00/month	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1X00-4XX-00-124-00X-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for requisition# 225424 as of 11-8-12 $2,394.00 for AT&T.

Account#
2-1200-431-00-124-007-0-532 $1,715.70
2-1100-452-00-124-009-0-532 $ 359.10
2-1100-432-00-124-001-0-532 $ 319.20

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 04:56 PM
Manuel Chapa	Manuel Chapa	11/08/2012 10:45 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Griselda Salazar Started On: 11/06/2012 02:28 PM

Final Approval Date: 11/09/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☑ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: Pct 4 Employee ID#_____ Signature: Joseph Palacios MAB

Department: Pct 4 Dept#: 124

Quantity: 120

Service: $ 798 /mo (x) 3 months = $2,394.00 Account: 2-1200-431-00-124-007-0-532 $1,715.70
2-1100-432-00-124-001-0-532 $ 314.20
2-1100-452-00-124-004-0 -532 $ 364.10
$2,394.00

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total: $2,394.00 Requisition Number: 225424

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Joseph Palacios MAB — Signature

Joseph Palacios — Print Name

10/31/12 — Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature _____ Print Name _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New gps. Service

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

Requisition

Req # 00225424

PO #

Date: 10/26/12

Bill To: x
x

Vendor : 366501
AT&T MOBILITY
PO BOX 6463
CAROL STREAM IL 60197-6463

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR. R.
956-383-3112

Contract No: DIR-SDD-1777

Special Instructions:
PCT. REQ.# 1592

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER DIR-SDD-1777 CONTRACT DO NOT DUPLICATE ORDER		
3.00	MONTH	POOLED TELEMETRY CONNECT PLAN - 1MB PRICE: $8.99 DATA: 1 MB OVERAGE RATE: $0.02/KB DIR DISCOUNT: 26% DIR PRICE: $6.65 QUANTITY: 120 PER MONTH CHARGE IS $798.00 THE POOLED TELEMETRY 1MB PLAN PROVIDES SUFFICIENT DATA FOR BOTH THE 86 UNITS THAT REQUIRE UPDATES EVERY 5 MINUTES AS WELL AS THE 34 UNITS THAT REQUIRE UPDATE EVERY HOUR.	798.00	2,394.00
		Account No	Encumbrance	
		2-1100-432-00-124-001-0-532	319.20	
		2-1100-452-00-124-009-0-532	359.10	
		2-1200-431-00-124-007-0-532	1,715.70	
			Freight	.00
			Total	2,394.00
		GPS FOR HIDALGO COUNTY PCT. #4 FLEET (120 UNITS) REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

141-35132

Suggested Proposal for Hidalgo County Pooled Telemetry Connect Plans

Description	Price	Data	Overage Rate	DIR Discount	DIR Price	Quantity	Per Month
Pooled Telemetry Connect Plan - 1MB	$8.99	1 MB	$0.02/KB	26%	**$6.65**	**120**	**$798.00**

The Pooled Telemetry 1MB Plan provides sufficient data for both the 86 units that require updates every 5 minutes as well as the 34 units that require update every hour.

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AI-35110 **Urban County 14. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Monica **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The City of Edcouch and Urban County Program are requesting authorization to cancel an existing contract with Guzman & Muñoz Engineering and Surveying, Inc. in the amount of $12,519.00 for the 2011 Side Walks project. The City was unable to attain easements for the construction of the sidewalks and decided to cancel the project. Urban County Program has received reimbursement from the City of Edcouch for the work completed and paid to the engineer.

BACKGROUND

Guzman and Muñoz Engineering and Surveying, Inc. completed and was paid 60% ($7,511.40) of the professional service contract, which included the preliminary and design phases. The project will be deleted through a budget and program amendment. A copy of the letter from Guzman and Muñoz Engineering and Surveying, Inc. agreeing to the contract cancelation is included.

Attachments

Cancellation Letter City of Edcouch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/05/2012 10:25 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Mary Flores Started On: 11/02/2012 03:54 PM

Final Approval Date: 11/09/2012

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-tem
Veronica S. Ramirez - Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo - City Manager

September 17, 2012

Monica Leal
Urban County Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Year 24 (2011) Sidewalks

Dear Ms. Leal:

As requested, please be advised that the City of Edcouch voted to terminate the Side Walk Activity for 2011 and to create a Flood Drainage Improvements Activity for the ongoing project in 2010. A public hearing was held on Saturday, March 31, 2012 prior to Board action on April 17, 2012.

If you have any questions regarding this matter, please do not hesitate to contact my office at (956) 262 2140.

Sincerely,

JUAN CEDILLO
City Manager

cc: Diana Serna, Executive Director

GM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

October 5, 2012

Hidalgo County
Urban County Program
Diana Serna, Director
1916 Tesoro Blvd.
Pharr, TX 78539

Re: ***City of Edcouch 2010 UC Nixon Street Sidewalk - Cancellation of Contract GMES Project No. P755***

Dear Ms. Serna,

Guzman & Muñoz Engineering and Surveying, Inc. (GMES) is in receipt of Urban County's request to cancel the contract for the 2011 UCP Nixon Street Sidewalk Project due to the lack of any existing right of way or easements to construct the sidewalk and lack of available funding for the project.

Please accept this correspondence as acknowledgement and agreement to cancel the referenced project. We appreciate the opportunity to be of service and look forward to our continued working relationship on other projects.

If you have any questions, please do not hesitate to call our office.

Sincerely,

Jose Luis Muñoz, P.E., S.I.T.
President

AI-35153 **Urban County 14. B.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 1 is requesting approval of Amendment No. 1 to the existing contract agreement for professional engineering services with TEDSI Infrastructure, Inc. Amendment will modify the plans and specifications to enable Precinct No. 1 to construct project with in-house forces and equipment, fee increased by $6,000.00 for the Street Improvements – Saenz Street project for FY 22 (2009).

BACKGROUND

In order to lower the cost of the project, Precinct No. 1 determined to handle the construction of the project with in house forces and with county equipment. (See attached supportive documentation.)

Original Contract: $24,000.00
Amendment No. 1: $ 6,000.00
New contract amount: $30,000.00

Funds Available: $ 1,543.10 YR 19 (2006) Precinct No. 1 – Street Improvements
$ 16,354.26 YR 20 (2007) Precinct No. 1 – Street Improvements
Total: $ 17,897.36

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 01:10 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Mary Flores Started On: 11/07/2012 11:23 AM

Final Approval Date: 11/09/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN COUNTY OF HIDALGO AND TEDSI INFRASTRUCTURE GROUP, INC.

This Amendment to the Professional Services Agreement between County of Hidalgo, Texas (the "County") and TEDSI Infrastructure, Inc. ("TEDSI"), effective the 13th day of Nov. 2012 is made between the County and TEDSI (the "Amendment") as follows:

WHEREAS, on February 2, 2010 the County entered into that certain Professional Services Agreement (the "Agreement") with TEDSI for the provision of engineering services (the "Project");

WHEREAS, County, in order to lower the cost of the Project, has determined to handle the construction of the Project with in house forces and with County equipment;

WHEREAS, County desires to replace curb and gutter with a roadside ditch on the west side, replace TYF inlets with grate inlets, replace RCP with Thermoplastic pipes, replace Lime with EN-1 and revise the pavement report.

WHEREAS, the County and TEDSI desire to amend the Agreement to provide for a reduced fixed fee;

NOW THEREFORE, for and in consideration of the revised engineering services and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Agreement; the County and TEDSI hereby agree to the following amendments to the Agreement:

1. Exhibit A shall be deleted in its entirety and the attached Exhibit A inserted in lieu thereof.

2. The Engineer shall be paid a total fixed amount of $30,000.00 for services rendered under this Agreement.

3. Except as modified herein, all terms and conditions of the Agreement, as modified, remain in full force and effect and the County and TEDSI ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ____ day of _____, 2012.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

TEDSI Infrastructure Group, Inc.

By: _____
Its: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain
On: November 1, 2012

AI-35228 **Urban County 14. C.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Brandy Salinas **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Precinct No. 2 is requesting consideration and action to award and enter into a construction contract with DOS Logistics, Inc. (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 1 (GLO Contract No. 10-5066-000-5043) in the amount of $332,037.95. The project consists of flood and drainage improvements within Precinct No. 2 which is bounded on the West by Raul Longoria Rd., on the east by Cesar Chavez rd., bounded on the North by Owassa Rd. and the South by Nolana Loop.

BACKGROUND

Bids were requested and received for Precinct No. 2 flood and drainage improvements. R. Gutierrez Engineering/Consulting Engineers prepared the specification packages. Bids were received and opened at the Hidalgo County Purchasing Department on October 31, 2012. After review, the project engineer recommended Dos Logistics, Inc. as the lowest responsible bidder. (See attached recommendation letter from the R. Gutierrez Engineering/Consulting Engineers and copy of bid tabulations.)

Contractor: Dos Logistics, Inc.
Contractor: $332,037.95

Attachments

UCP for Pct No.2 request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 01:53 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Olga Lerma Started On: 11/09/2012 08:24 AM

Final Approval Date: 11/09/2012

CONSTRUCTION CONTRACT

This Agreement entered into this **13th Day of November, 2012** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Dos Logistics, INC. (a corporation)** (a partnership) (an individual) of **Weslaco,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Pct. 2 Flood Drainage Improvements for the project known as the "Minnesota Drain" for Texas General Land Office (GLO) contract No. 10-5066-000-5043 and DRS 010068**
PROJECT No.:	**6536-92-0309-5000-9200-UCP-CJ**
PROJECT DESCRIPTION:	**"Precinct No. 2-Minnesota Drain Project"**

heinafter called the project, for the sum of **($332,037.95) Three hundred thirty two thousand thirty-seven dollars and ninety five cents.** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred and fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Eric C. Ybarra
President/CEO

Name of Firm: Dos, Logistics, INC.

Address: 1002 E. Expressway 83
Weslaco, Texas 78596

Federal I.D./S.S.: 470946163

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
Eric C. Ybarra

Business name, if different from above
Dos Logistics, INC.

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1002 E. Expressway 83

Requester's name and address (optional)

City, state, and ZIP code
Weslaco, TX 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
4 7 - 0 9 4 6 1 6 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶ 11/9/12

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 31, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Pct. 2 Flood Drainage Improvements for the Project Known as the "Minnesota Drain" - GLO-DRS"

BID NO: 6536-92-0309-5000-9200 | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Bid Price	Alternate Price	Receipt of Addendum # 1	Bid Bond/ Cashier's Check Included
1.	Jimmy Closner & Sons Const. Co., Inc.	$480,732.00	$474,027.00	NOT Acknowledged	Included
2.	2GS, LLC	$474,880.00	$468,175.00	Acknowledged	Included
3.	Asago LLC, dba Asago Construction	$379,033.00	$372,328.00	Acknowledged	Included
4.	DOS Logistics, Inc.	$338,877.05	$332,037.95	Acknowledged	Included
5.	GP7 Construction, LLC	$365,198.80	$360,974.65	Acknowledged	Included
6.					
7.					

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/8/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RON ROBERTSON INSURANCE AGCY
7322 SW Frwy #1850
Houston, TX 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): (713) 771-6686 FAX (A/C, No): (713) 779-9410
E-MAIL ADDRESS: thomashenrichsen@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Northfield Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Evanston Insurance Company	
INSURER E: Tower National Insurance	
INSURER F:	

INSURED
Dos Logistics, Inc.

1002 East Expressway 83
Weslaco, TX 78596
956-968-8800

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		BA-2410ACR	10-28-12	10-28-13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		61 UECK04021	08/20/12	08/20/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			6523-AZ23	10-28-12	10-28-2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001199185	03/18/12	03/18/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional E&O			EED 0001028	10-28-12	10-28-13	$2,000,000 occurrence	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PCT 2 Flood Drainage Improvements "Minnesota Drain - GLO-DRS
Hidalgo County is named as additional insured on General Liability subject to terms conditions, limitations and exclusions. 30 day notice of cancellation per policy.

CERTIFICATE HOLDER
Hidalgo County .
2802 S. Business HWY 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ron Robertson

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Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

November 8, 2012

Ms. Diana R. Serna, Director
Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Ms. Serna:

Please accept this as Hidalgo County Precinct 2 concurrence with R. Gutierrez Engineering Corporation's recommendation of awarding the Minnesota Drain – GLO-DRS Flood Drainage Improvements Project to the lowest bidder Dos Logistics, Inc. for a total bid of $332,037.95 which is the contract alternate bid rather than the base bid of $338,877.05

We will be utilizing funding from GLO funds under contract # DRS 010068.

Should you have any questions or require additional information please do not hesitate to contact Mr. Eralio Palacios of my staff at 956-787-1891 or his cell phone # 457-5627.

Sincerely,

Commissioner Hector "Tito" Palacios
Hidalgo County, Precinct No. 2

Cc: Tony Barco, UCP Deputy Director
Brandy Salinas, Program Coordinator I
Carlos Jasso, Program Coordinator I
Eralio Palacios, Coordinator for Precinct 2 BCAP & UCP Programs
Project Files

Received
NOV 9 2012
Urban County Program

300 W. HALL ACRES STE.G♦PHARR, TEXAS 78589♦TEL. 956.787.1891♦FAX.956.787.4683

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

November 6, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Recommendation for Award: Hidalgo County Precinct No. 2 – PCT 2 FLOOD DRAINAGE IMPROVEMENTS for the project known as the "Minnesota Drain – GLO-DRS"

Dear Commissioner Palacios:

On Wednesday, October 31, 2012, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Four (4) bids were received for this project. The low responsive base bid was for **$338,877.05** from **DOS Logistics, Inc.** of Weslaco, Texas. The low responsive alternate bid was for **$332,037.95** also from **DOS Logistics, Inc.** of Weslaco, Texas.

Enclosed is a copy of the Bid Proposal Forms, and Bid Tabulation Forms. We have reviewed the bids submitted and are recommending award of the contract alternate bid to the lowest responsive bidder being **DOS Logistics, Inc.** of Weslaco, Texas, for **$332,037.95.**

There were two discrepancies with the bids. These are as follows:

1. **DOS Logistics, Inc.** had a written unit price of "sixty dollars and no cents" for Item 400 "Cement Stabilized Backfill" and wrote in a unit price of $30.00. The extension of the item cost is based on the $30.00 unit price, therefore we used the $30.00 unit price for that item.

2. **GP7 Construction, LLC** had a written unit price of "eight dollars and fifty five cents" for Item 464 "RCP (Sewer) (CL III) (42") (SPL)" and wrote in a unit price of $80.55. The extension of the item cost is based on the $80.55 unit price, therefore we used the $80.55 unit price for that item.

If you have any questions or require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files
Encl

130 E. Park Ave – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM

"PCT. 2 FLOOD DRAINAGE IMPROVEMENTS FOR THE PROJECT KNOWN AS THE "MINNESOTA DRAIN" - GLO-DRS"

BID NO.: 6536-92-0309-5000-9200

SCOPE OF WORK DESCRIPTION:

PROVIDE BIDS FOR THE "PCT. 2 FLOOD DRAINAGE IMPROVEMENTS FOR THE PROJECT KNOWN AS THE "MINNESOTA DRAIN" - GLO-DRS"

BID PRICE: $ 338,877.05

ALTERNATE PRICE: $ 332,037.95

OPENED 9:48 10-31-12 Witnessed

BIDDER/COMPANY NAME: Dos Logistics, INC.

ADDRESS: 1002 E. Expressway 83

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE & FAX NO.'S: (968) 968-8800 (956)447-8194

CELLULAR & BEEPER NO.'S: (968) 227-2228

AUTHORIZED SIGNATURE:

PRINTED NAME: Eric C Ybarra

TITLE: President / CEO

BID PROPOSAL FORM

HIDALGO COUNTY PCT 2

"PCT 2 MINNESOTA DRAIN PROJECT FOR TEXAS GENERAL LAND OFFICE DISASTER RECOVERY PROGRAM (GLO-DR)"

BID NO. 6636-92-0309-5000-9200-UCP-CJ

Line No.	Item No.	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
1	110	193	CY	Excavation (Channel) five Dollars and no Cents Per Cubic Yard	$ 5.00	$ 965.00
2	132	120	CY	Embankment (Final Pos) (Dens. Cont.)(Ty "C") sixteen Dollars and no Cents Per Cubic Yard	$ 16.00	$ 1,920.00
3	400	25	CY	Cement Stabilized Backfill sixty Dollars and no Cents Per Cubic Yard	$ 30.00	$ 750.00
4	400	412	SY	Cut & Restore Pavement forty Dollars and no Cents Per Square Yard	$ 40.00	$ 16,480.00
5	402	1,575	LF	Trench Excavation Protection three Dollars and fifty Cents Per Linear Foot	$ 3.50	$ 5,512.50
6	464	646	LF	RCP (Sewer) (CL III) (18") (SPL) twenty - eight Dollars and fifty Cents Per Linear Foot	$ 28.50	$ 18,411.00
7	464	665	LF	RCP (Sewer) (CL III) (24") (SPL) forty Dollars and no Cents Per Linear Foot	$ 40.00	$ 26,600.00
8	464	318	LF	RCP (Sewer) (CL III) (30") (SPL) fifty-five Dollars and forty Cents Per Linear Foot	$ 55.40	$ 17,617.20
9	464	1,390	LF	RCP (Sewer) (CL III) (42") (SPL) ninety-nine Dollars and no Cents Per Linear Foot	$ 99.00	$ 137,610.00

BID PROPOSAL FORM

HIDALGO COUNTY PCT 2

"PCT 2 MINNESOTA DRAIN PROJECT FOR TEXAS GENERAL LAND OFFICE DISASTER RECOVERY PROGRAM (GLO-DR)"

BID NO. 6536-92-0309-6000-9200-UCP-CJ

Line No.	Item No.	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
10	465	6	EA	Manhole (Ty M) three thousand seven hundred five Dollars and no Cents Per Each	$ 3,705.00	$ 22,230.00
11	465	1	EA	Manhole (Ty M w Inlet Riser Ty C) three thousand six hundred fifty-seven Dollars and fifty Cents Per Each	$ 3,657.50	$ 3,657.50
12	465	3	EA	Inlet (Ty C) two thousand eight hundred fifty Dollars and no Cents Per Each	$ 2,850.00	$ 8,550.00
13	465	5	EA	Inlet (Ty CC) three thousand five hundred fifteen Dollars and no Cents Per Each	$ 3,515.00	$ 17,575.00
14	467	11	EA	Safety End Treatment (18") (4:1) six hundred fifty Dollars and no Cents Per Each	$ 650.00	$ 7,150.00
15	506	84	SY	Construction Exits (Ty 2) twenty - six Dollars and no Cents Per Square Yard	$ 26.00	$ 2,184.00
16	506	84	SY	Construction Exits (Remove) sixteen Dollars and no Cents Per Square Yard	$ 16.00	$ 1,344.00
17	506	1,235	LF	Temp Sediment Control Fence three Dollars and fifty Cents Per Linear Foot	$ 3.50	$ 4,322.50
18	529	14	LF	Concrete Curb & Gutter (Ty A)(Barrier) ten Dollars and no Cents Per Linear Foot	$ 10.00	$ 140.00

BID PROPOSAL FORM

HIDALGO COUNTY PCT 2

"PCT 2 MINNESOTA DRAIN PROJECT FOR TEXAS GENERAL LAND OFFICE DISASTER RECOVERY PROGRAM (GLO-DR)"

BID NO. 6536-92-0309-5000-9200-UCP-CJ

Line No.	Item No.	Estimated Quantity	Unit	Item Description with Unit Bid Price In Words	Unit Price (in figures)	Total (In figures)
19	4035	1,341	LF	15" RCLHPP (CL III) twenty nine thirty five Dollars and Cents Per Linear Foot	$ 29.35	$ 39,358.35
20	4035	1	EA	30" Stand Pipe w Gate & Valve five thousand no Dollars and Cents Per Each	$ 5,000.00	$ 5,000.00
21	4035	1	EA	15" Irrigation Vent Stand Pipe one thousand five hundred no Dollars and Cents Per Each	$ 1,500.00	$ 1,500.00

Total Base Bid Amount

three hundred thirty eight thousand eight hundred seventy seven five Dollars and Cents

Total Base Bid Amount $ _____ $ 338,877.05

Alternate No. 1 (A-2000 Contech PVC Sewer Pipe in lieu of RCLHPP (CL III))

22	A-2000	1,341.00	LF	A-2000 Contech 15" PVC Sewer Pipe twenty four twenty five Dollars and Cents Per Linear Foot	$ 24.25	$ 32,519.25

Total Alternate Bid Amount (Lines 1 thru 20 & Line 22)

three hundred thirty two thousand thirty seven ninety five Dollars and Cents

Total Base Bid Amount $ _____ $ 332,037.95

OPENED
9:48
10-31-12
Witnessed

AI-35051 **Planning Department 16. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Salida del Sol Estates Phase VI – Pct. 3 (Mario Flores)
b. Vista Ridge Acres Phase IV – Pct. 1 (Jack McClelland)

2. Preliminary Approval
a. La Frontera Estates Phase IV – Pct. 1 (Allen Cohrs)
b. Aurora Valley Phase II – Pct. 1 (Mike Rhodes)

3. Final Approval
a. Quintana Auto Parts Subdivision – Pct. 1 (Ruben Perez)
b. RBA Mission (Doffing) Subdivision – Pct. 3 (Fidel Solis III)

BACKGROUND

Attachments

Salida Del Sol Estates 6 - Preliminary
Salida Del Sol Estates Ph 6; Plat
Vista Ridge Acres Phase IV - Preliminary
Vista Ridge Acres Ph 4; Plat
La Frontera Estates 4 - Preliminary
La Frontera Estates 4; Plat
Aurora Valley Ph. 2 - Preliminary
Aurora Valley 2; Plat
Quintana Auto Parts - Final
Quintana Auto Parts; Plat
RBA Mission (Doffing) - Final
RBA Mission (Doffing); Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 03:04 PM
Olga Garza	Olga Garza	11/01/2012 12:39 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Nora Cavazos Started On: 10/31/2012 02:41 PM

Final Approval Date: 11/09/2012

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **SALIDA DEL SOL ESTATES PHASE VI** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **MARIO FLORES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **20** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Mile 5 ½ North Road (Circle 6 Rd)and ¼ West of Washington Palms Rd.**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☐ *ETJ of ___ and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-25-12** PROPERTY LIES WITHIN FLOOD ZONE: **"C & A"** AS PER FEMA.

DRAINAGE DESIGN: **On Site Detention Swales with Storm Drainage**

DISTANCE TO A DRAIN DITCH: **adjacent to the subdivision East property line.**

ROAD R.O.W. DEDICATION: **26.20 feet on Mile 5 ½ Road (Circle 6 Road).**

H.C.R.O.W.APPROVED DATE: **10-16-2012**: By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: ___
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___ .

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **North of Mile 5 ½ Rd.**

H.C.O.E.C. APPROVED DATE: **10-18-2012 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$___For:* ☐ *OSSF(S)___* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: ___ L.O.C No. ___*
Amount: $___For: ☐ *OSSF(S)___* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ___, __

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of ___ .*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ✳ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ✳ Subdivisions ✳ Surveys

October 1, 2012

Mr. Raul Sesin, P.E.
Planning Administrator
Hidalgo County Planning Department
1304 South 25th Street
Edinburg, Texas 78542

Re: SALIDA DEL SOL ESTATES PHASE VI

Dear Mr. Sesin:

On behalf of the developer 3F Developers, I am requesting the following variance from the subdivision regulations:

- Removal of flood zone "A" from the Federal Emergency Management Agency for portions of proposed Lots 7 thru 17

The reasons for this variance request are as follows:

- These Lots have more than sufficient area within flood zone "C" for the proposed residences. The buildable area is 34,400.0 square feet.
- We have established the rear setback for these lots at 420.00 feet, which allows 430.00 feet of buildable depth area in the front of the lots.

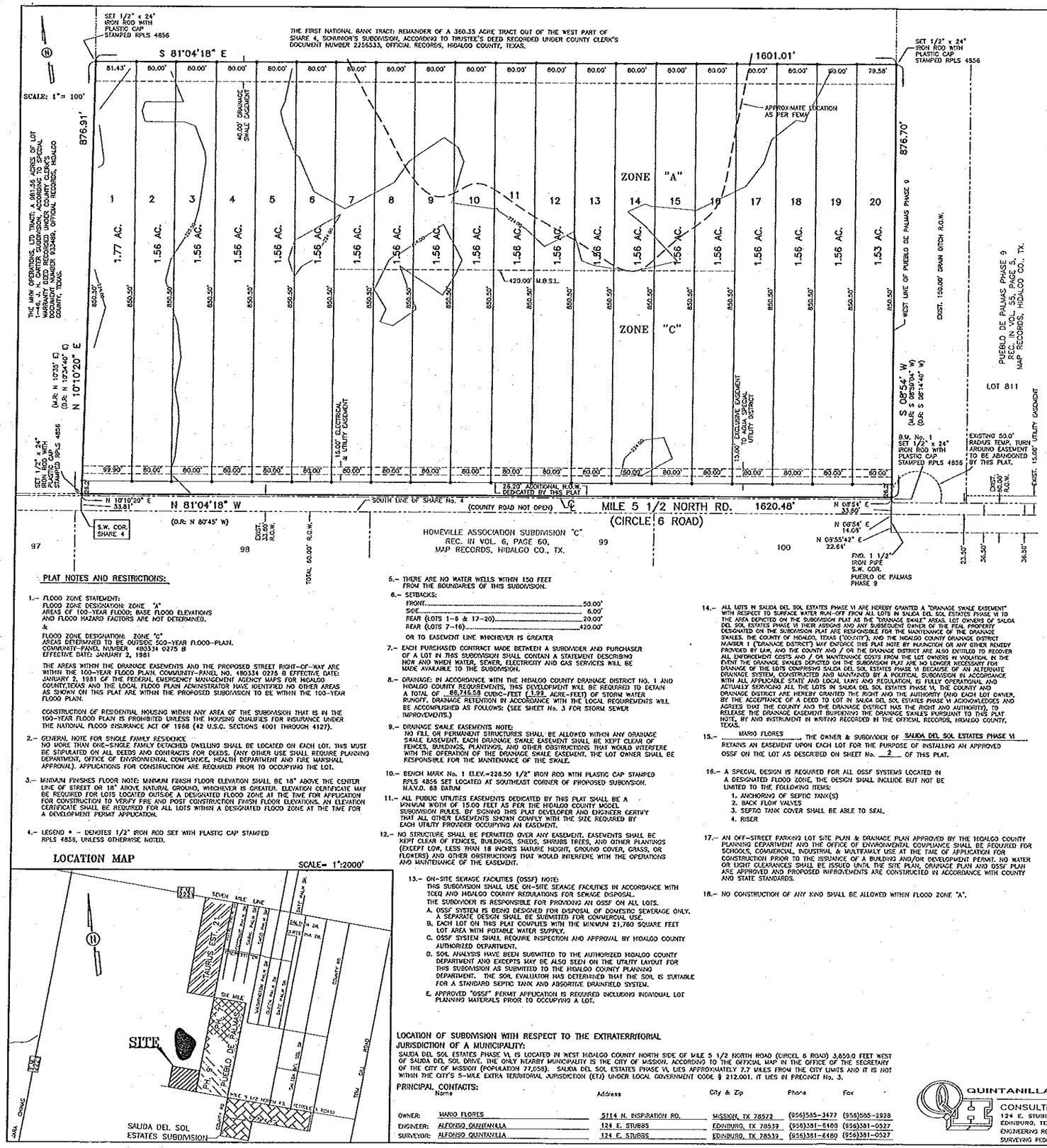
Please present this request to the Subdivision Advisory Committee and the Commissioners' Court.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ✳ Phone 956/381-6480 ✳ Fax 956/381-0527 ✳ Email: office@qhaengineering.com ✳ www.qhaengineering.com



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT DETERMINED.
&
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
COMMUNITY-PANEL NUMBER 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0275 B EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISHES FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– SETBACKS:
FRONT.....50.00'
SIDE.....6.00'
REAR (LOTS 1-6 & 17-20).....20.00'
REAR (LOTS 7-16).....420.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER

7.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 86,745.58 CUBIC-FEET (1.99 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION BY ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

9.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10.– BENCH MARK No. 1 ELEV.=228.50 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET LOCATED AT SOUTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

14.– ALL LOTS IN SAUDA DEL SOL ESTATES PHASE VI ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SAUDA DEL SOL ESTATES PHASE VI TO THE AREA EXPECTED ON THE SUBMISSION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SAUDA DEL SOL ESTATES PHASE VI THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS OWNERS OF SAUDA DEL SOL ESTATES PHASE VI BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SAUDA DEL SOL ESTATES PHASE VI, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SAUDA DEL SOL ESTATES PHASE VI ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY ANY INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

15.– MARIO FLORES, THE OWNER & SUBDIVIDER OF SAUDA DEL SOL ESTATES PHASE VI, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

16.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.
4. RISER

17.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18.– NO CONSTRUCTION OF ANY KIND SHALL BE ALLOWED WITHIN FLOOD ZONE "A".

LOCATION MAP

SCALE= 1":2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAUDA DEL SOL ESTATES PHASE VI, IS LOCATED IN WEST HIDALGO COUNTY NORTH SIDE OF MILE 5 1/2 NORTH ROAD (CIRCEL 6 ROAD) 3,650.0 FEET WEST OF SAUDA DEL SOL DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058), SAUDA DEL SOL ESTATES PHASE VI, LIES APPROXIMATELY 7.7 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S 5-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	MARIO FLORES	5114 N. INSPIRATION RD.	MISSION, TX 78572	(956)585-3477	(956)585-2928
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SUBDIVISION PLAT OF

SALIDA DEL SOL ESTATES PHASE VI

A 34.42 ACRE TRACT OF LAND OUT OF SHARE No.4, SCHUNIOR'S SUBDIVISION OF PORCIONES 73, 74 AND 75, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1086344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 34.42 ACRE TRACT OF LAND OUT OF SHARE No.4, SCHUNIOR'S SUBDIVISION OF PORCIONES 73, 74 AND 75, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1086344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF SHARE No.4 AND ON THE NORTH LINE OF MILE 5 1/2 NORTH ROAD (CIRCLE 6 ROAD) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 10°10'20" E (MAP RECORD: N 10°35' E), 33.81 FEET FROM THE SOUTHWEST CORNER OF SHARE No.4.

THENCE; N 10°10'20" E (MAP RECORD; N 10°35' E), A DISTANCE OF 878.91 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE FIRST NATIONAL BANK TRACT (REMAINDER OF A 360.35 ACRE TRACT OUT OF THE WEST PART OF SHARE 4, SCHUNIOR'S SUBDIVISION, ACCORDING TO TRUSTEE'S DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2256533, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°04'18" E, ALONG THE SOUTH LINE OF THE FIRST NATIONAL BANK TRACT, A DISTANCE OF 1,601.01 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF PUEBLO DE PALMAS PHASE 9 (RECORDED IN VOLUME 55, PAGE 5, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°54' W (MAP RECORD; S 08°59'04" W); ALONG THE WEST LINE OF PUEBLO DE PALMAS PHASE 9, A DISTANCE OF 878.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF A MILE 5 1/2 NORTH ROAD (CIRCLE 6 ROAD) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°04'18" W, ALONG THE NORTH LINE OF SAID MILE 5 1/2 NORTH ROAD, A DISTANCE OF 1,620.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.42 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SAUDA DEL SOL ESTATES PHASE III, RECORDED IN VOLUME 61, PAGE 199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

9-21-12
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAUDA DEL SOL ESTATES PHASE VI WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAUDA DEL SOL ESTATES PHASE VI WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; R.O.W. AND HIDALGO COUNTY HEALTH DEPT. CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; COUNTY JUDGE CERTIFICATION; AQUA S.U.D. CERTIFICATE, H.C.O.D. No. 1 CERTIFICATE, REVISION NOTES

SHEET 2.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. CONSTRUCTION DETAILS

SHEET 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): SUBDIVIDER'S CERTIFICATE & STATEMENT; REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MARIO FLORES, AS OWNER OF OF THE 34.42 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAUDA DEL SOL ESTATES PHASE VI, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARIO FLORES
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
MARIO FLORES
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SALIDA DEL SOL ESTATES PHASE VI was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE SALIDA DEL SOL ESTATES PHASE VI, HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUE BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANCISCO FLORES
GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 95534

10-25-12
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: SEPT 21, 2012

SHEET NO. 1 OF 3 SHEETS

FILENAME: P:\CAD\SUBDIVISIONS\SAUDA DEL SOL ESTATES PHASE VI 9.DWG\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
9-21-12	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **VISTA RIDGE ACRES PHASE 4** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **JACK McClelland**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **27** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Noren Drive Approximate ¼ mile North of Mile 19 North Road**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☐ *ETJ of_____and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05-22-12** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (shaded) & "A"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Southeast corner of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Norene Drive.**

H.C.R.O.W.APPROVED DATE: **07-09-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8 "** LOCATION: **Vista Ridge Drive**

H.C.O.E.C. APPROVED DATE: **07-09-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

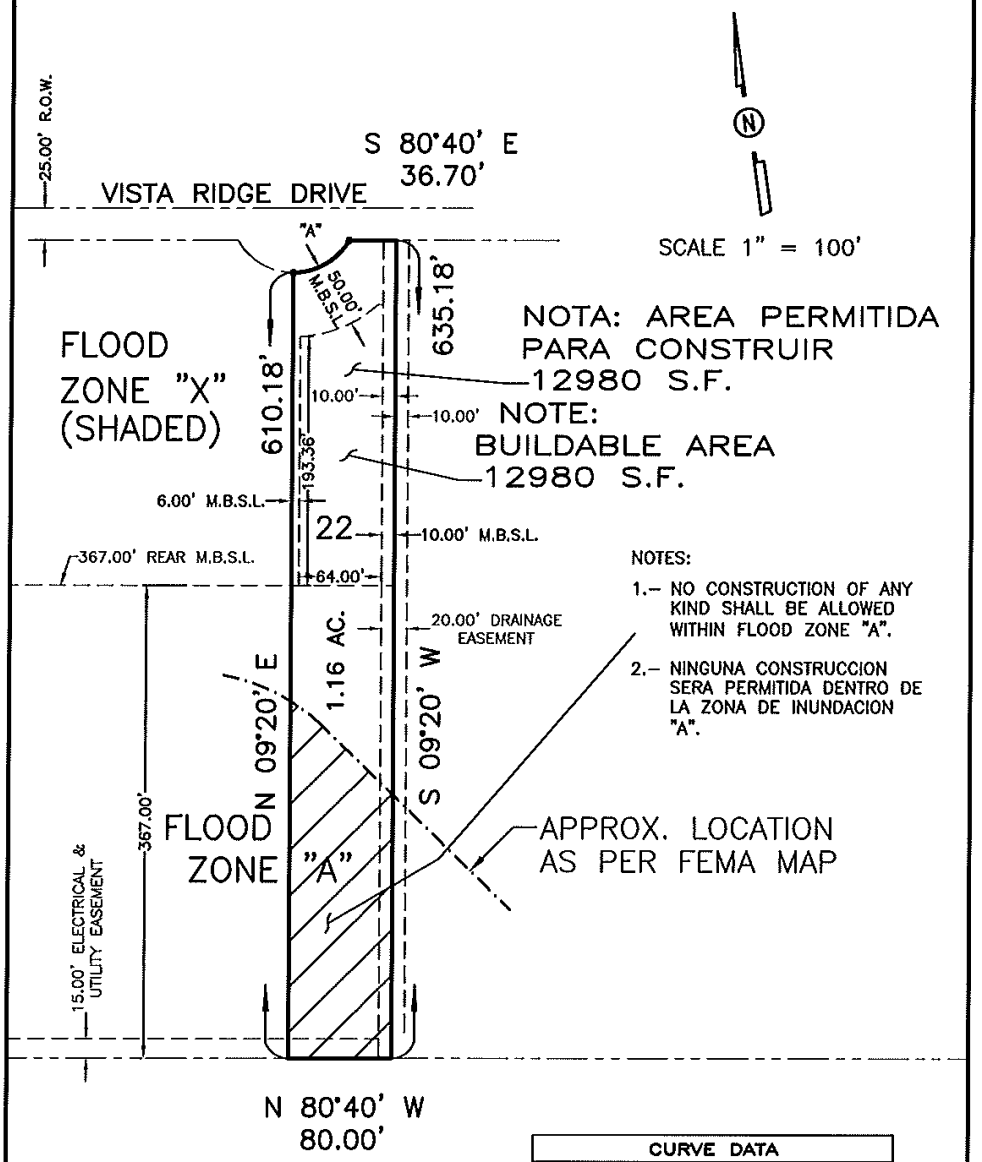
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	60°00'00"	50.00'	52.36'

EXHIBIT "A"

SITE PLAN FOR LOT 22

VISTA RIDGE ACRES PHASE IV

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS

124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SAMPLE DEED

Date: _____

Grantor: Jack McClelland
Grantor's Mailing Address: 2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: _____ and husband, _____
Grantee's Mailing Address (including county): _____
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of THIRTY THOUSAND NO/100THS DOLLARS ($30,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to ALAN D. MONROE, Trustee.

Property (including any improvements):

Lot Fifty-one____, Vista Ridge Acres Phase IV, Hidalgo County, Texas, as per map or plat thereof recorded in Volume ___, Pages ___, Map Records, Hidalgo County, Texas.

Grantor hereby reserves all oil, gas, and other minerals lying in, on, or under the subject property.

Reservations from and Exceptions to Conveyance and Warranty:

1. No more than one single family detached swelling per lot.
2. Visible and apparent easements on or across the subject property.
3. Rights of parties in possession.
4. Easements, right-of-way, and prescriptive rights, whether of record or not.
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.
6. Rights of adjoining owners in any walls and fences situated on a common boundary.
7. Any discrepancies, conflicts, or shortages an area or boundary lines.
8. Any encroachments or overlapping of improvements.
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority.
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.
12. All easements, restrictions, setback lines, drainage swale requirements, and other matters show on the plat of Vista Ridge Acres Phase IV, as shown on the plat thereof, recorded in Volume 52, Pages 161-169, Map Records of Hidalgo County, Texas.
13. Restrictive covenants recorded in Clerk's File Nos. 1738991, 1739289, 1795479, and 1833265, Official Records and Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas.
14. Only one single family residence will be allowed on each lot.
15. Deed of Trust dated September 5, 2006, recorded on September 28, 2006, under Clerk's File No. 1668672, Official Records, Hidalgo County, Texas, executed by Jack McClelland, in favor of M. V. McCarthy, Trustee, securing the payment of one note in the principal amount of $2,032,500.00, and any other amounts payable under the terms of said Deed of Trust, payable as therein provided to the order of First National Bank and a Security Interest granted to First National Bank, secured party, by Jack McClelland, debtor, as shown by Financing Statement (UCC-1) filed September 28, 2006, under, Clerk's File No. 1668673, Official Records, Hidalgo County, Texas.
16. The buildable area of the lot is shown on Exhibit "A" (Attached)
17. No building shall be allowed on the portion of the lot in flood zone "A" as shown on Exhibit "A".

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

If this interest is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.
When the context requires, singular nouns and pronouns include the plural.
NO TITLE, TAX, OR SURVEY EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE, TAX, OR SURVEY OF THIS PROPERTY.

_____
Jack McClelland

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2012, by Jack McClelland

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JACK MCCLELLAND
2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

LOT 7
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 8
BLOCK 86

A JACK McCLELLAND TRACT: A TRACT OF LAND OUT OF LOTS 4, 5, 11, & 12, BLOCK 85, & LOTS 7, & 8, BLOCK 86 MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 5
BLOCK 85
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

N.W. COR. LOT 9. NOT ABLE TO SET PROPERTY CORNER. IT FALLS INSIDE EXIST. CONCRETE CANAL

EXIST. CONC. CANAL

EXCLUSIVE 30.00' IRRIGATION EASEMENT TO ENGELMAN IRRIGATION DISTRICT DEDICATED BY THIS PLAT

S 80°40' E

(M.R: 1320.00')
1320.19'

NOT ABLE TO SET. IT FALLS INSIDE EXIST. CONCRETE CANAL

P.O.B. N.E. COR. LOT 9. FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD W/CAP WELDEN & HUNT

A ADRIAN OMAR ALVAREZ TRACT: A 6.96 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225642, ACCOUNT No. M0150-00-086-0010-04

15.00' ELECTRICAL & UTILITY EASEMENT

30.00' IRRIGATION EASEMENT TO ENGELMAN IRRIGATION DISTRICT DEDICATED BY THIS PLAT

EXIST. 60.00' R.O.W.

685.00'

N 09°20' E

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

1.14 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.14 AC. 1.13 AC. 1.10 AC. 1.05 AC. 1.25 AC.

EXCLUSIVE 15.00' EASEMENT TO H.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. , O.R. H.C.

VISTA RIDGE ACRES
RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

1320.18' (M.R: 1320.00')

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°20'0" W	35.35'
L2	N 35°40'0" E	36.67'
L3	N 89°40'55" W	121.50'
L4	N 89°40'55" W	162.00'

SCALE 1" = 100'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	83°34'41"	50.00'	72.94'
"B"	35°25'19"	50.00'	31.78'
"C"	12°04'25"	214.30'	45.16'
"D"	23°33'04"	214.30'	88.09'
"E"	21°04'14"	214.30'	78.81'
"F"	12°13'08"	264.30'	56.37'
"G"	25°40'36"	264.30'	118.45'
"H"	18°47'59"	264.30'	86.72'
"I"	20°28'52"	214.30'	76.61'
"J"	18°37'31"	214.30'	69.66'
"K"	17°35'20"	214.30'	65.79'
"L"	09°12'27"	264.30'	42.47'
"M"	19°11'18"	264.30'	89.05'
"N"	18°25'05"	264.30'	84.96'
"O"	09°45'52"	264.30'	45.04'
"P"	60°00'00"	50.00'	52.36'

A JOHN LARSON AND ALL STEWART TRACT: A 19.70 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225640, ACCOUNT No. M0150-00-086-0010-02

N 09°20' E

N 80°40' W 16.70'

"A1"

N 80°40' W 216.70'

"A" "B" 56.70' "C" "D" "E" "F" "G" "H" "I" "J" "K" "L" "M" "N" "O" "P"

VISTA RIDGE DRIVE

660.00'

APPROX. LOCATION AS PER FEMA MAP

ZONE "X" (SHADED)

ZONE "A"

20.00' DRAINAGE EASEMENT

EXCLUSIVE 15.00' EASEMENT TO H.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. , O.R. H.C.

635.18'

27 26 25 24 23 22 21 20 19 18 17

1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.17 AC. 1.17 AC. 1.19 AC. 1.10 AC. 1.14 AC. 1.14 AC.

320.00' M.B.S.L.

210.00' M.B.S.L.

15.00' ELECTRICAL & UTILITY EASEMENT

20.00' DRAINAGE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

DRAINAGE EASEMENT RECORDED IN VOLUME 272, PAGE 200, HIDALGO COUNTY, TEXAS, RECORDS.

637.44'

L4

15.00' ELECTRICAL & UTILITY EASEMENT

EXIST. 40.00' ROAD R.O.W. (NOT OPEN)

160.00'

N 80°40' W 1000.19'

S 09°20' W

FND. 1/2" IRON ROD W/CAP WELDEN & HUNT

S.E. COR. LOT 9

SAME OWNERSHIP (JACK McCLELLAND) S.W.D.V.L. DOC. No. 1738765

LOT 10
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A RODRIGO & MARIA A RODRIGUEZ TRACT: A 10.00 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225641, ACCOUNT No. M0150-00-086-0010-03

LOT 15
BLOCK 86

A MARISSA MARISCAL TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225679, ACCOUNT No. M0150-00-086-0016-01

A EDELMIRO MARROQUIN TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225681, ACCOUNT No. M0150-00-086-0016-03

A EDELMIRO MARROQUIN TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225678, ACCOUNT No. M0150-00-086-0016-00

LOT 16
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A MARISSA MARISCAL TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225680, ACCOUNT No. M0150-00-086-0016-02

16 1.26 AC. 461.25' 436.76'

NORENE DRIVE

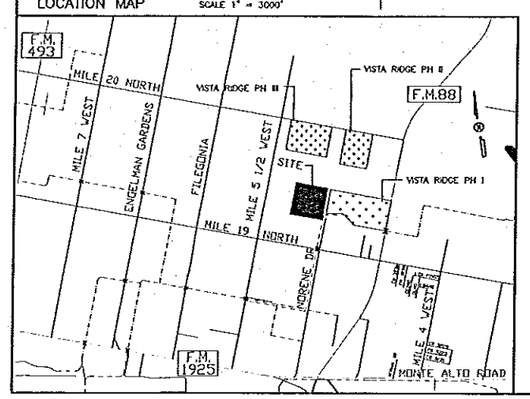
50.00' x 630.00' UTILITY RIGHT OF WAY EASEMENT TO ENGELMAN IRRIGATION AND AGREEMENT RECORDED IN VOLUME 2185, PAGE 446, DEED RECORDS HIDALGO COUNTY, TEXAS TO BE ABANDONED BY THIS PLAT & ACKNOWLEDGMENT BY ENGELMAN IRRIGATION DISTRICT

1 2 3 4 5 6

50 49 48 47 46 45

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A1"	120°00'00"	50.00'	104.72'

LOCATION MAP SCALE 1" = 3000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JACK McCLELLAND, OWNER	2514 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE IV

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1736765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1736765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND IN THE CENTERLINE OF NORENE DRIVE FOR THE NORTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF NORENE DRIVE, A DISTANCE OF 1,320.18 FEET (MAP RECORD: 1,320.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOT 9, PASSING A AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,000.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, A DISTANCE OF 835.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40' W, A DISTANCE OF 216.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 120°00'00", RADIUS = 50.00 FEET), A DISTANCE OF 104.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40' W, A DISTANCE OF 18.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 9 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF LOT 9, A DISTANCE OF 685.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 9 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOT 9, PASSING AT 1,300.19 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,320.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.80 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA RIDGE ACRES, RECORDED IN INSTRUMENT NUMBER 1738765, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

10-10-12

ALFONSO QUINTANILLA
P.E. No. 95534
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

2-27-12

ALFONSO QUINTANILLA
R.P.L.S. No. 4856
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FILENAME I:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. IV-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
FEB. 27, 2012	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 2 of 4

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **LA FRONTERA ESTATES PHASE IV** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **ALLEN W. COHRS**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **56** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northwest corner of Ponciano Drive and Soderquist Rd.**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☐ *ETJ of ___ and was approved administratively by said City.*
- ☒ *ETJ of* **Donna** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-24-12** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **On Site Detention Swales with Storm Drainage**

DISTANCE TO A DRAIN DITCH: **¼ mile East of the subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet on Ponciano Drive.**

H.C.R.O.W.APPROVED DATE: **10-03-2012**: By, **Roy Gonzalez** R.O.W. AGENT

SEWER SYSTEM:
- ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
- ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
- ☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Lott Road.**

H.C.O.E.C. APPROVED DATE: **10-25-2012 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**

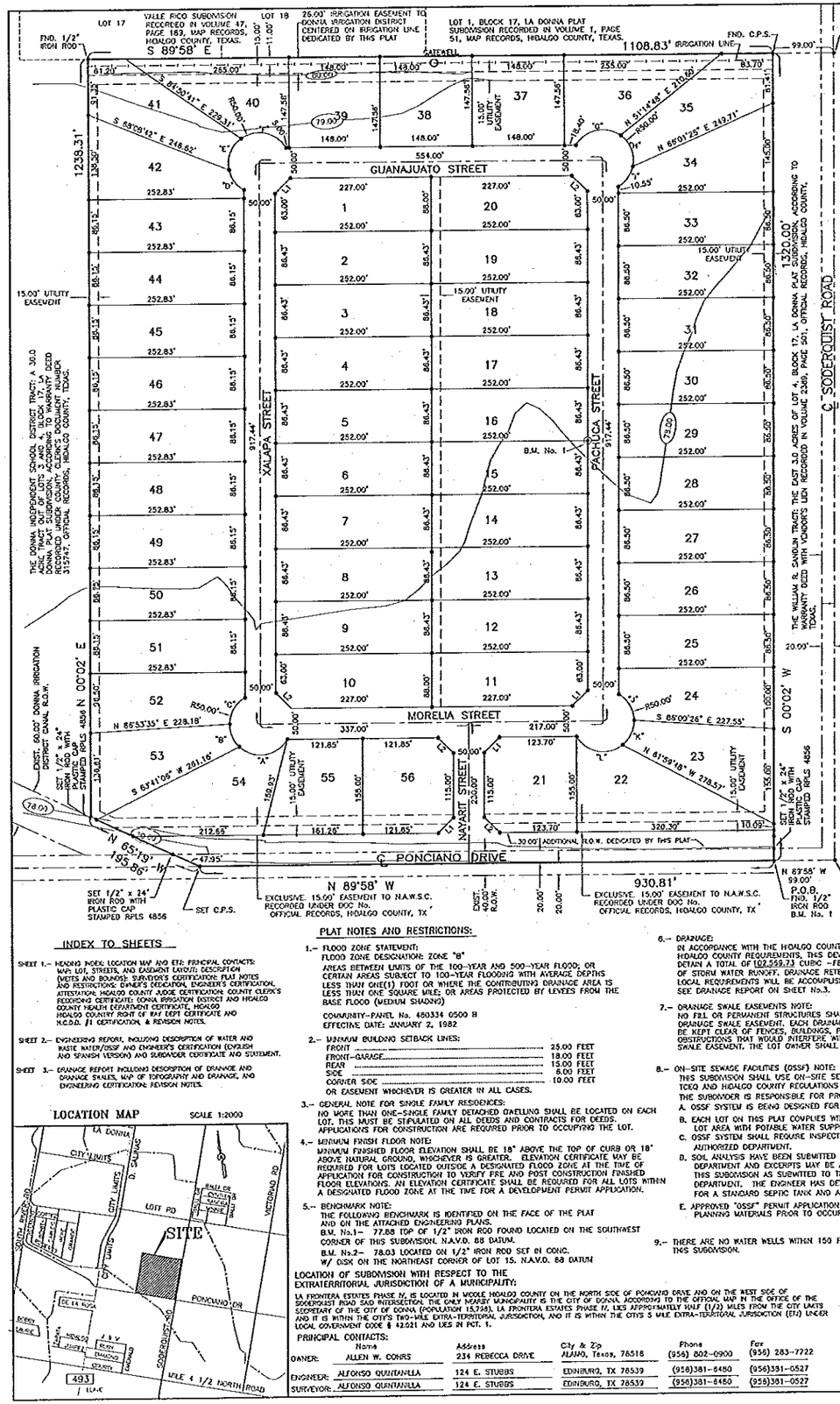
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
- *Amount: $_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
- ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Donna** .
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☐ **Final Approval** *subject to recommendations other departments*
- ☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*


LOT 17
VALLE RICO SUBDIVISION RECORDED IN VOLUME 47, PAGE 189, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 18
25.00' IRRIGATION EASEMENT TO DONNA IRRIGATION DISTRICT CENTERED ON IRRIGATION LINE DEDICATED BY THIS PLAT
LOT 1, BLOCK 17, LA DONNA PLAT SUBDIVISION RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS.
1108.83' IRRIGATION LINE
END. 1/2" IRON ROD
S 89°58' E
END. C.P.S.
99.00'
FND. 60D PENNY NAIL
SCALE: 1"=100'
GUANAJUATO STREET
XALAPA STREET
PACHUCA STREET
MORELIA STREET
NAYARIT STREET
℄ SODERQUIST ROAD
℄ PONCIANO DRIVE
1239.31'
1320.00'
917.44'
554.00'
930.81'
N 89°58' W
99.00'
S.E. COR. LOT 4 BLOCK 17
FND. 1/2" IRON ROD
P.O.B. B.M. No. 1
EXIST. 40.00' R.O.W.
20.00'
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
SET C.P.S.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC No. OFFICIAL RECORDS, HIDALGO COUNTY, TX
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC No. OFFICIAL RECORDS, HIDALGO COUNTY, TX
15.00' UTILITY EASEMENT
THE DONNA INDEPENDENT SCHOOL DISTRICT TRACT; A 30.0 ACRE TRACT OUT OF LOTS 3 AND 4, BLOCK 17, LA DONNA PLAT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 315747, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE WILLIAM R. SANDLIN TRACT; THE EAST 3.0 ACRES OF LOT 4; BLOCK 17, LA DONNA PLAT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2389, PAGE 501, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 60.00' DONNA IRRIGATION DISTRICT CANAL R.O.W.
B.M. No. 1
N 00°02' E
S 00°02' W
R50.00'
R850.00'
S 89°58' E 1,320.00'
N 89°58' W 930.81'
N 65°19' W 195.86'
S 89°50'41" E 229.31'
S 88°09'42" E 246.62'
N 86°53'35" E 228.18'
S 67°41'06" W 281.16'
N 51°14'48" E 210.00'
N 65°01'25" E 249.71'
S 85°09'26" E 227.55'
N 81°59'18" W 278.57'
N 65°19' W 47.95'
S 89°58' E 79.00'
S 89°58' E 79.00'
S 89°58' E 79.00

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **AURORA VALLEY PHASE II** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT ENGINEERING** DEVELOPER: **MIKE RHODES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **118** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North and South side of Canton Road, East of Dillon Road)**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☐ *ETJ of ___ and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON ___ PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Widening of Drain Ditch and Storm Drainage Pipe System**

DISTANCE TO A DRAIN DITCH: **Adjacent to the subdivision South property line and far North property line**

ROAD R.O.W. DEDICATION: **20 feet on the North and South of Canton Rd and 20 feet on Dillon Rd by this plat.**

H.C.R.O.W.APPROVED DATE: **10-24-2012**: By, **Roy Gonzalez** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: ___
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___ .

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Canton Rd.**

H.C.O.E.C. APPROVED DATE: **10-25-2012** .: By **Martin Ramirez, Director of Office of Environmental Compliance**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

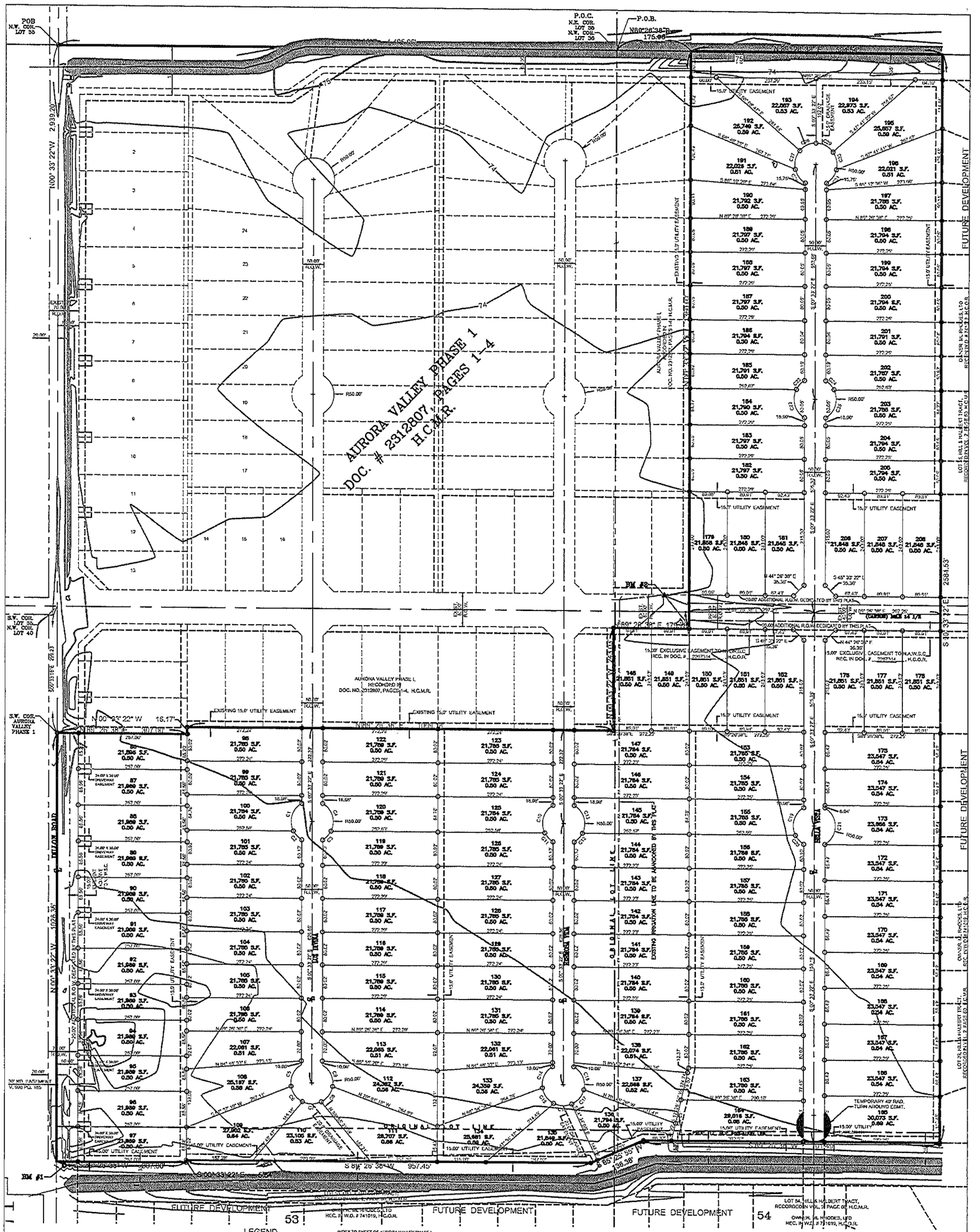
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$___For:* ☐ *OSSF(S)___* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: ___ L.O.C No. ___*
Amount: $___For: ☐ *OSSF(S)___* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ___, __

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of ___ .*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*


AURORA VALLEY PHASE 1
DOC. # 2312807, PAGES 1-4
H.C.M.R.
P.O.C.
N.E. COR.
LOT 39
N.W. COR.
LOT 39
P.O.B.
N80°26'38"E
175.96'
POB
N.W. COR.
LOT 55
S.W. COR.
LOT 39,
N.W. COR.
LOT 40
S.W. COR.
AURORA
VALLEY
PHASE 1
N00° 33' 22"W 2,939.20'
N00° 33' 22"W 1026.36'
S00° 33' 22"E 2584.53'
S00° 33' 22"E 229.43'
N00° 33' 22" W 16.17'
N 89° 26' 38" E 957.45'
S 89° 26' 38" W 958.36'
S 85° 52' 35" W 158.36'
N 89° 26' 38" E 1,330.00'
S 89° 26' 38" W 1,330.00'
N 89° 26' 38" E 1,330.00'
N 89° 26' 38" E 1,330.00'
N 89° 26' 38" E

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **QUINTANA AUTO PARTS** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **J.N.H. SURVEYING.** DEVELOPER: **RUBEN PEREZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY **1** ☒COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 1 ½ West Rd. approximately ¼ mile north of Mile 11 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Mercedes** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-19-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Onsite drainage detention swales.**

DISTANCE TO A DRAIN DITCH: **Is approximately 1 ½ mile north of subdivision development.**

ROAD R.O.W. DEDICATION: **10 feet on Mile 1 ½ West Road by this plat.**

H.C.R.O.W.APPROVED DATE: **02-21-2012** : By, **Roy Gonzalez** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **José Alfredo Guerra**
☒ OSSF WILL BE ISNTALLED AT THE TIME OF DEVELOPMENT PERMIT FOR LOT 1 (COMMERCIAL) LOT 2 HAS AN EXISITING OSSF SYSTME CURRENTLY IN USE BY RESIDENCE.

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 1 ½ West Rd .**

H.C.O.E.C. APPROVED DATE: **10-12-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

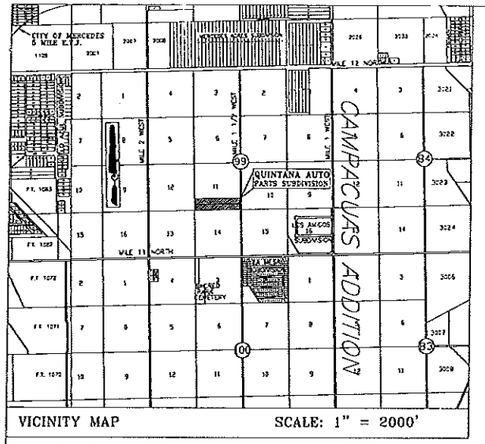
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***JULY 03, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

QUINTANA AUTO PARTS SUBDIVISION

BEING 10 ACRES OF LAND, MORE OR LESS, AND BEING A PART OR PORTION OF LOT 11, BLOCK 99, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS.



VICINITY MAP SCALE: 1" = 2000'

QUINTANA AUTO PARTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MERCEDES CITY LIMITS HIDALGO COUNTY, AT THE INTERSECTION OF MILE 11 NORTH AND MILE 1 1/2 WEST ROAD, TRAVELING NORTH ON MILE 1 1/2 WEST ROAD AND LEAVING MILE 11 NORTH APPROXIMATELY 1320 FEET TO THE S.E. CORNER OF SAID SUBDIVISION LOCATED ON THE WEST R.O.W. OF MILE 1 1/2 WEST ROAD BEING 10 ACRES OUT OF LOT 11, BLOCK 99 CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS.

OWNERS ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

I RUBEN PEREZ, KNOWN AS OWNER OF THE 10.0 ACRE TRACT ENCOMPASSED WITHIN THE PROPOSED QUINTANA AUTO PARTS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.023 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RUBEN PEREZ DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN PEREZ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

NOTARY PUBLIC _____ COUNTY, TEXAS

SIGNATURE _____

MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF QUINTANA AUTO PARTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF QUINTANA AUTO PARTS SUBDIVISION IS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

ENGINEER'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, TO THE BEST OF MY KNOWLEDGE.

ROBERT L. CLOSNER, JR., P.E. (DATE SIGNED)
REG. NO. 95579

JCS JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
PO BOX 170
MERCEDES, TEXAS 78570
TEXAS ENGINEERING FIRM REGISTRATION NO. F-9911

LEGEND

- □ CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
- 98.88 CONCRETE MONUMENT ELEVATION
- ○ 1/2" IRON ROD FND.
- ○ 1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
- ⊙ FND. NAIL

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "A"

ZONE "A" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN. COMMUNITY-PANEL NO 480334 0150 C EFFECTIVE DATE: TO REFLECT LOMR DATED MAY 30, 2002.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2. SETBACKS
FRONT: 25.00 FEET
REAR: 90 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2.

5. GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTING RESIDENTIAL LOTS

APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

6. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7. BENCHMARK DISK PID No. AB0615 , LOCATED ON TOP OF A CONCRETE CULVERT HEADWALL ON THE NORTH R.O.W 0.2 MILES EAST OF EMERSON-HIDALGO COUNTY LINE.
EL= 70.49

8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28.888 CUBIC-FEET 1.81 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No 3 FOR STORM SEWER IMPROVEMENTS.)

9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USES AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS READY DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A [illegible] DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

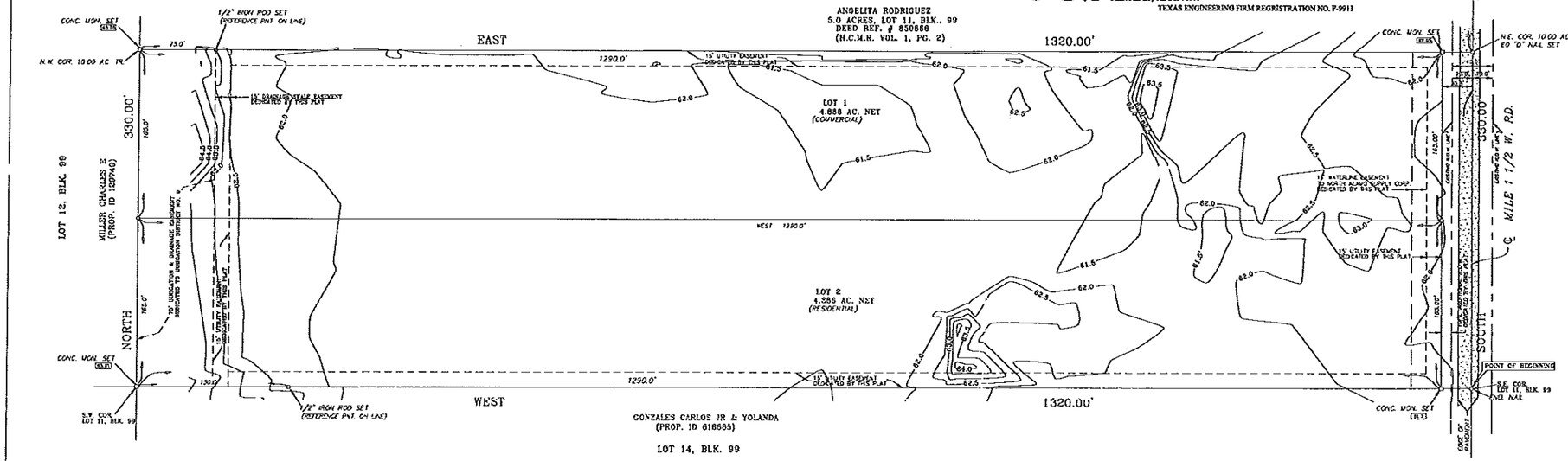
15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

16. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

17. RUBEN PEREZ, THE OWNER & SUBDIVIDER OF QUINTANA AUTO PARTS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO 2 OF THIS PLAT.

18. ALL LOTS IN QUINTANA AUTO PARTS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN QUINTANA AUTO PARTS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF QUINTANA AUTO PARTS SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE HEREBY NOTIFIED FOR THE MAINTENANCE OF THE DRAINAGE SWALE. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/ OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALE DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING QUINTANA AUTO PARTS SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN QUINTANA AUTO PARTS SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN QUINTANA AUTO PARTS SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAD THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19. DRIVEWAY CULVERTS WILL BE REQUIRED FOR DRIVEWAYS.



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: DATE:

HIDALGO CAMERON COUNTY IRRIGATION DISTRICT NO. 9 CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.
DATED THIS____ DAY OF_____ 2012

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. NO. 9 RIGHT OF WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO.9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER DATE:

PLANNING AND ZONING

THE STATE OF TEXAS
CITY OF MERCEDES

I, UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING & ZONING

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUINTANA AUTO PARTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY OF MERCEDES ON _____
DATE

MAYOR OF THE CITY OF MERCEDES DATE:

ATTEST: _____
SECRETARY OF THE CITY OF MERCEDES DATE:

COUNTY CLERK CERTIFICATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, COUNTY CLERK OF THE HIDALGO COUNTY COURT IN AND FOR THE SAID COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____DAY OF_____, 2012, WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF 2012, AT ____O'CLOCK____, AND DULY RECORDED IN BOOK_____, SHEET (S)_____ PLAT RECORDS OF HIDALGO COUNTY AT____O'CLOCK ON THE ___ DAY OF_____, 2012

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY, AT OFFICE IN EDINBURG, TEXAS, THE DAY AND YEAR LAST ABOVE WRITTEN.

COUNTY CLERK OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUINTANA AUTO PARTS SUBDIVISON WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON
DATE: _____

HIDALGO COUNTY JUDGE DATE:

ATTEST: _____
HIDALGO COUNTY CLERK DATE:

SURVEYORS CERTIFICATE

I, JUAN GARDA, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST ORIGINAL SURVEY CORNER, AS SHOWN HEREON. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

JUAN GARDA JR. DATE

REGISTERED PROFESSIONAL LAND SURVEYOR # 4203

NO	SHEET	REVISION	DATE	APPROVE
	1	REVISED PLANNING DEPT COMMENTS OF 12-6-12	12-6-12	

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS RUBEN PEREZ	13257 MILE 1/2 W. MERCEDES, TX 78570 HIDALGO COUNTY	956-756-6781
ENGINEER ROBERT L. CLOSNER JR	P.O. BOX 170 MERCEDES, TX 78570	956-565-2688 / 956-565-0347
SURVEYOR JUAN GARCIA JR	1221 E TYLER AVE. HARLINGEN, TX 78550	956-423-1702 / 956-423-1488

INDEX TO SHEET QUINTANA AUTO PARTS SUBSIVISION

1	LOCATION MAP AND ETJ, PRINCIPAL CONTRACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION, LEGAL DESCRIPTION (NOTES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; HCID, CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION, H.C.H.D. CERTIFICATION, REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SOIL BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION SEWER CERTIFICATE AND STATEMENT
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION REVISION NOTES, TYPICAL ROADWAY SECTION, CURB AND GUTTER SECTION VALLEY GUTTER SECTION

QUINTANA AUTO PARTS SUBDIVISION

BEING 10 ACRES OF LAND, MORE OR LESS, AND BEING A PART OR PORTION OF LOT 11, BLOCK 99, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

SCALE: 1" = 60'
AUG., 2011

J N H
SURVEYING CO., LLC
(956) 423-1702
REGISTRATION # 100114-00
JOB NO. 110457

SHEET 1 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED **RBA MISSION (DOFFING)** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **MELDEN & HUNT.** DEVELOPER: **FIDEL SOLIS III.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of Mile 5 North Rd (FM676) and Doffing RD (FM 492) .**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☒ *ETJ of* **Mission** *and was approved administratively by said City.*
- ☐ *ETJ of* _____ *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-20-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (Un-Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swale.**

DISTANCE TO A DRAIN DITCH: **Approximately 1 mile south of the subdivision development.**

ROAD R.O.W. DEDICATION: **10 feet on Mile 5 North Road and 10 feet on Doffing Road by this plat.**

H.C.R.O.W.APPROVED DATE: **08-17-2012** : By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
- ☒ OSSF TO BE INSTALLED AT DEVELOPMENT PERMIT STAGE.
- ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
- ☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **Mile 5 North Road .**

H.C.O.E.C. APPROVED DATE: **08-16-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**

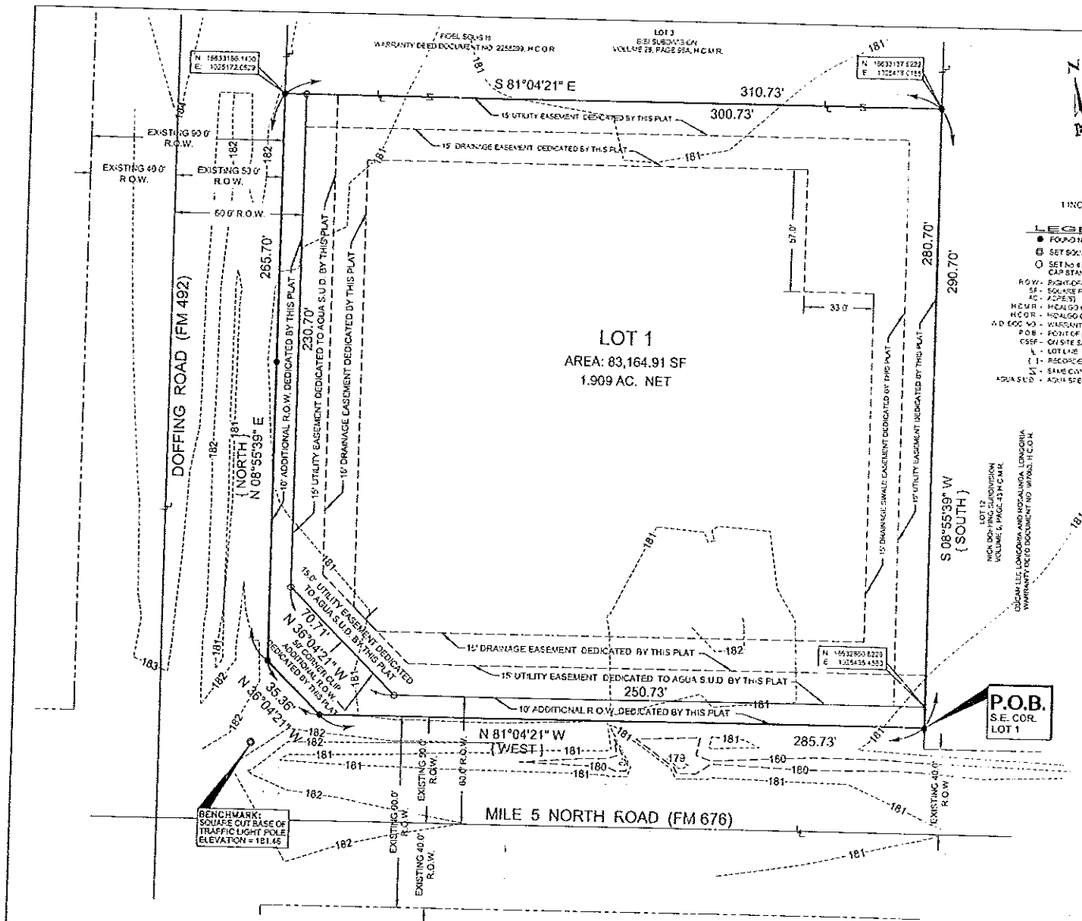
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____ *Amount: $*_____*For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***OCTOBER 01, 2012***

STAFF RECOMMENDS:
- ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* _____.
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☒ **Final Approval** *subject to recommendations other departments*
- ☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



1 INCH = 30 FT.

LEGEND

- FOUND NO.4 REBAR
- SET 60D NAIL
- SET NO.4 REBAR WITH PLASTIC CAP STAMPED WELDEV & PLAT
- R.O.W. - RIGHT-OF-WAY
- S.F. - SQUARE FEET
- AC. - ACRE(S)
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- P.O.B. - POINT OF BEGINNING
- OSSF - ON SITE SANITARY SEWER FACILITIES
- L - LOT LINE
- ( ) - RECORDED MAP CALLS
- S.U.D. - SAME OWNER(S)
- AQUA S.U.D. - AQUA SPECIALTY UTILITY DISTRICT

INDEX TO SHEET OF RBA MISSION (DOFFING) SUBDIVISION:

SHEET 1:
HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION CERTIFICATION, ATTESTATION, ENGINEERING & SURVEYOR'S CERTIFICATION, CITY APPROVAL CERTIFICATION, COUNTY APPROVAL CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 APPROVAL, H.C.D.D. NO. 1 APPROVAL, HIDALGO COUNTY DRAINAGE DISTRICT #1 APPROVAL, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION, MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE, CONSTRUCTION DETAILS, REVISION NOTES

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT

ZONE "B" (UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN."

COMMUNITY PANEL NUMBER: 480334 0290 D MAP REVISED JUNE 6, 2000

2. SETBACKS:

DOFFING & MILE ROAD:	50 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR:	15 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:	15 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE:	20 FEET OR EASEMENT, WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR ASPHALT ROADWAY AT THE CENTER OF LOTS ADJACENT (MAITED) OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS PRE-IDENTIFIED ON THE FACE OF THIS PLAT AND ON THE ATTACHED ENGINEERING PLANS. SET SQUARE CUT LOCATED IN FRONT OF THIS SUBDIVISION AT THE FOLLOWING COORDINATES AND ELEVATION: N= 16633098.381 E= 1025114.568 ELEV. 181.45 PER NAD 83 TEXAS SOUTH 4205

5. DRAINAGE
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGULATIONS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 4.68 CUBIC FEET (5.108 ACRE-FEET) OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON THE DRAINAGE REPORT, PAGE 2 OF 3 OF THIS PLAT.

6. ON SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON SITE SEWAGE FACILITIES IN ACCORDANCE WITH 30 T.A.C. 285 AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING SHALL BE DESIGNED FOR DISPOSAL OF COMMERCIAL SEWERAGE.

B. THE LOT OR THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAIN FIELD SYSTEM

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED FOLLOWING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT

GENERAL PLAT NOTES & RESTRICTIONS (CONTINUED):

7. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK-FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

8. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

9. FIDEL SOLIS III, OWNER(S) & SUBDIVIDER(S) OF RBA MISSION (DOFFING) SUBDIVISION, RESERVES AN EASEMENT UPON THIS SUBDIVISION FOR THE PURPOSE OF INSTALLING AN AGUA S.U.D. WATER LINE.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHRUBS, BUSHES AND OTHER PLANTINGS, EXCEPT LOW LESS THAN 12 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. ALL PUBLIC UTILITY EASEMENTS TO BE DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

13. DEVELOPER/OWNER SHALL INSTALL A BUFFER FENCE ALONG THE NORTH AND EAST PROPERTY LINE IF AND WHEN ADJACENT PROPERTY IS RESIDENTIALLY USED.

14. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. IT IS MUTUALLY STIPULATED BY ALL DEEDS AND CONTRACTOR DEEDS, A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL AND COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15. STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 PURSUANT TO ITS CANAL CASE SETTLEMENT WITH THE TEXAS WATER CODE. THESE DOES NOT SEEM TO BE EASEMENTS OR RESTING PROPERTY AS RESIDENTIAL USE IS NEEDED (JULY 4 1953)

16. RIGHT-OF-WAY EASEMENT DATED NOVEMBER 3, 1953 FROM TEXAS STATE BANK, AS TRUSTEE FOR FIDEL SOLIS, III TO CENTRAL POWER AND LIGHT COMPANY, RECORDED IN CLERK'S FILE NO. 308334, OF OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. IS BLANKET IN NATURE AND NOT PLOTTABLE.

17. AN OFF STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS & COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE FULL EXTENT OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO PERMITS OR ELECTRIC POWER SERVICE CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18. NO FAL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASE EASEMENT. EACH DRAINAGE EASE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUSHTOPS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASE

19. TXDOT DRIVEWAY ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A COMMERCIAL ENTRANCE INTO MILE 5 NORTH RD. (FM 676) AND DOFFING RD. (FM 492). TXDOT ACCESS POINT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT

20. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN GREEN AREA. DESIGNATED EASEMENT AREAS OR IF NEEDED ON A COMBINATION OF GREEN AND DESIGNATED EASEMENT AREAS AS ENGINEER BY SPECIFIC PLAT ENGINEER AT THE DEVELOPMENT WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY ENGINEER AND INSPECTED BY THE COUNTY.

21. THE COUNTY OF HIDALGO MAY REQUIRE ADDITIONAL DRAINING MEASURES AT THE TIME OF SITE PLAN OF PERMITTING SUCH AS MISSING 4 FT WIDE EASEMENT ON EACH SIDE BOTH INTERIOR STREETS AND/OR PROVISIONS FOR A PAVED DRIVEWAY TO THE EAST IN ANTICIPATED PREPARATION FOR OTHER ADJOINING COMMERCIAL DEVELOPMENT(S)

GENERAL PLAT NOTES & REQUIREMENTS (CONTINUED):

22. THE LOT 1 RBA MISSION (DOFFING) SUBDIVISION IS HEREBY GRANTED A DRAINAGE EASE EASEMENT WITH RESPECT TO SURFACE WATER RUN-OFF PATHWAYS IN PERPETUITY FOR THE PURPOSE OF CONVEYING SURFACE WATER TO BE EJECTED ON THE PROPERTY AS DESCRIBED ON THIS PLAT AND AS DESCRIBED IN THE WARRANTY DEED DOCUMENT NO. 2256299 H.C.O.R. EASEMENT GRANTED TO THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) AND/OR THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 6 (IRRIGATION DISTRICT) AND/OR ANY OTHER POWER PROVIDED BY LAW AND THE COUNTY MAINTENANCE COSTS FROM THIS EASEMENT SHALL BE BORNE BY THE OWNER OF THE PROPERTY AS DESCRIBED ON THE SUBDIVISION PLAT AND NO LONGER NECESSARY FOR DRAINAGE OF THE LOT OR PROVIDING REASONABLE ACCESS TO THE LOT. ANY ALTERATIONS IN DRAINAGE OR EASEMENT CONSTRUCTED AND MAINTAINED BY A FULLY QUALIFIED ENGINEER IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY QUALIFIED TO ACTUALLY SERVICE THE LOT OF NEAR VISION DRAINAGE OF THE PROPERTY, SUBDIVISION, AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY, AND THE LOT OWNER BY THE ACCEPTANCE OF A DEED TO LOT 1 IN RBA MISSION (DOFFING) SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE SUBDIVISION DRAINAGE SHALL BE ACCEPTED TO THIS PLAT NOTE, BY AN INSTRUMENT RECORDED IN THE OFFICIAL RECORDS HIDALGO COUNTY, TEXAS

23. THE DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN AND ACCOMMODATE MORE THAN THE OBTAINED VOLUME EACH MONTH, IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DEFICIT ON REQUIREMENTS AND ASSETS EXISTS STATED ABOVE DUE TO THE SPECIFIC SITE WHEN BEING GREATER THAN WHAT THE PLAT ENGINEER DOES BASED IN ENGINEERS CALCULATIONS FOR THIS SUBDIVISION

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	FIDEL SOLIS III	P.O. BOX 125	PENITAS, TX 78576	(956) 243-2227	N/A
ENGINEER	KELLEY A. HELLER-VELA P.E.	315 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	ROBERTO N. TAMEZ R.P.L.S.	315 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: CLEMENTE MENA DATE: 09-19-12
SURVEYED, CHECKED: R.A. FERNANDEZ DATE: 09-19-12
FINAL CHECK: DATE: 9-19-12

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, (WE), FIDEL SOLIS III, AS OWNER(S) OF THE 2.067 ACRE TRACT OF LAND DESCRIBED AND ENCLOSED WITHIN THE PROPOSED RBA MISSION (DOFFING) SUBDIVISION, HEREBY SUBDIVIDE SAID TRACT AS DEPICTED HEREON, AND THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREETS, ALLEYS AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT THIS PLAT IS COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

A) THE WATER QUALITY AND CONNECTIONS TO THE LOT 1 (LOTS) WILL MEET THE MINIMUM STATE STANDARDS
B) SANITARY SEWER CONNECTIONS TO THE LOT 1 (LOTS) WILL MEET THE MINIMUM STATE STANDARDS
C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT 1 (LOTS) WILL MEET THE MINIMUM STATE STANDARDS
D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT 1 (LOTS) WILL MEET THE MINIMUM STANDARDS

I ATTEST TO ALL THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

FIDEL SOLIS III
FOR SOLIS
P.O. BOX 125
PENITAS, TX 78576

10/31/12
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FIDEL SOLIS III, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF Oct, 2012

Roberto Tamez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 8-24-2013

CITY OF MISSION
PLANNING & ZONING COMMISSION

THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS SEEN CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED ON THIS ____ DAY OF _____, 20__

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.010 (B) WE THE UNDERSIGNED HEREBY CERTIFY THAT THE PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR, CITY OF MISSION — DATE

ATTEST CITY SECRETARY — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____, 20__.

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT RE-EXAMINED AND DOES NOT CERTIFY AS TO THE DRAINAGE STRUCTURES DESCRIBED AS ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (b)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE

HIDALGO COUNTY COMMISSIONERS COURT ON _____

ATTEST: _____ HIDALGO COUNTY JUDGE — DATE

_____ HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 18th DAY OF Sept., 2012

Kelley A. Heller-Vela

KELLEY A. HELLER-VELA PROFESSIONAL ENGINEER NO. 97421
STATE OF TEXAS

DATE PREPARED: 07-19-12
ENGINEERING JOB # 12088.00

KELLEY A. HELLER-VELA
TEXAS REGISTERED P.E. #97421

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ROBERTO N. TAMEZ A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF RBA MISSION (DOFFING) SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 06-21-12 AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY SO DESCRIBED.

DATED THIS THE 19th DAY OF September, 2012

Robert Tamez

ROBERTO N. TAMEZ PROFESSIONAL LAND SURVEYOR NO. 6238 STATE OF TEXAS

DATE SURVEYED: 06-21-2012
FIELD BOOK 12 F537, PG 13 & 7, PG 52
SURVEY JOB # 12088.00

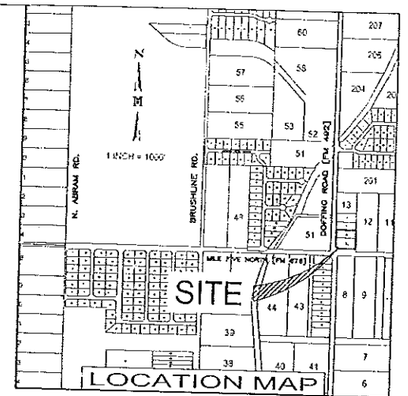
ROBERTO N. TAMEZ
REGISTERED
6238
PROFESSIONAL LAND SURVEYOR

TBPE FIRM # F-1435

HIDALGO COUNTY
IRRIGATION DISTRICT NO. 6

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
ON THIS THE 20th DAY OF September, 20 12

ATTEST: _____ SECRETARY — _____ PRESIDENT



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

RBA MISSION (DOFFING) SUBDIVISION IS LOCATED IN THE SOUTHWESTERN AREA OF HIDALGO COUNTY APPROXIMATELY 1.5 MILES NORTH EAST OF THE CITY OF MISSION, ON THE NORTHWEST CORNER OF MILE 5 NORTH (FM 676) AND DOFFING ROAD (FM 492). THE PROPERTY LOCATION IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION, TEXAS. THE SUBDIVISION DOES NOT LIE WITHIN A FLOOD ZONE AREA AS PER FEMA, FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 480334 0290 D, WITH AN EFFECTIVE DATE OF JUNE 6, 2000. THE SUBDIVISION IS APPROXIMATELY 1.5 MILES FROM THE CITY LIMITS AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) AS ESTABLISHED BY STATE LAW UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN ETJ AREA NO. 2.

SUBDIVISION MAP OF
RBA MISSION (DOFFING) SUBDIVISION

BEING A RESUBDIVISION OF
2.067 ACRES (90,016.711 S.F.)
CONSISTING OF
1.175 ACRES (51,175.461 S.F.) BEING ALL OF LOT 1,
0.892 AC (38,841.250 SF) BEING ALL OF LOT 2,
OF BIBI SUBDIVISION,
AS RECORDED IN VOLUME 28, PAGE 95A H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 2.067 ACRES [90,016.711 SQUARE FEET], SITUATED IN HIDALGO COUNTY TEXAS AND CONSISTING OF 1.175 ACRES [51,175.461 SQUARE FEET] BEING ALL OF LOT 1, AND 0.892 OF ONE ACRE [38,841.250 SQUARE FEET] BEING ALL OF LOT 2, OF BIBI SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 28, PAGE 95A, HIDALGO COUNTY MAP RECORDS, SAID 2.067 ACRES [90,016.711 SQUARE FEET], ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH ROAD [FM 676], FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81°04'21"W (WEST PLAT CALL) ALONG THE SOUTH LINE OF SAID LOT 1 AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH ROAD [FM 676] A DISTANCE OF 285.73 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 36°04'21"W ALONG A RIGHT-OF-WAY CLIP OF MILE 5 NORTH ROAD [FM 676] AND DOFFING ROAD [FM 492], A DISTANCE OF 35.36 FEET TO A NO. 4 REBAR FOUND AT THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08°55'39"E (NORTH PLAT CALL) ALONG THE WEST LINE OF SAID LOT 1 AND SAID LOT 2, AT A DISTANCE OF 140.7 FEET PASS A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID LOT 2, CONTINUING A TOTAL DISTANCE OF 265.70 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16633188.1430, EASTING: 1025172.0529) AT THE NORTHWEST CORNER OF SAID LOT 2, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81°04'21"E ALONG THE NORTH LINE OF SAID LOT 2, AT A DISTANCE OF 10.00 FEET PASS A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF SAID LOT 1, AT A DISTANCE OF 310.73 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16633137.9222, EASTING: 1025479.0185) AT THE NORTHEAST CORNER OF SAID LOT 2, FOR THE NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 08°55'39"W (SOUTH PLAT CALL) ALONG THE EAST LINE OF SAID LOT 2 AND SAID LOT 1, AT A DISTANCE OF 125.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID LOT 1, AT A DISTANCE OF 280.7 FEET PASS A NO. 4 REBAR (NORTHING: 16632860.6228, EASTING: 1025435.4580) SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH [FM 676] CONTINUING A TOTAL DISTANCE OF 290.70 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.067 ACRES [90,016.711 SQUARE FEET], MORE OR LESS.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. FM 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5364
FAX: (956) 488-5591
www.meldenhunt.com

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

AI-35052 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Road Maintenance(1200):
1. Approval to create the following full time position:

Department	Slot #	Position	Budgeted Salary
Road Maintenance	0089	Engineering Technician IV	$40,078.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-113

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is available in R&B from lapse salaries. See attached salary analysis.
REF: AI 35223 Consent

Attachments

Salary schedule
PAR
job description
salary analysis
fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 02:39 PM
Rosalinda Cantu	Merlen P. Munoz	11/06/2012 05:09 PM
Human Resources	Nereida Garza	11/07/2012 02:50 PM
Budget & Management	Merlen P. Munoz	11/07/2012 03:23 PM
Rosalinda Cantu	Rosie Cantu	11/08/2012 05:26 PM
Sylvia Solis	Sylvia Solis	11/09/2012 09:56 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Katia Garcia Started On: 10/31/2012 02:44 PM

Final Approval Date: 11/09/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

PCT 2 ROAD MAINTENANCE

AI - 35052

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR				$67,158.00	$67,158.00	$720.00	$0.00	$0.00	$0.00	$0.00	$67,878.00
0006	113	SAFETY COORDIN				$42,710.00	$42,710.00	$720.00	$0.00	$0.00	$0.00	$0.00	$43,430.00
0009	113	ASSISTANT FIELD OPERATIONS DIRECTOR				$39,578.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$32,551.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,551.00
0012	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,670.00
0014	113	MECHANIC III				$34,743.00	$34,743.00	$840.00	$0.00	$0.00	$0.00	$0.00	$35,583.00
0016	113	HEAVY EQUIPMENT OPERATOR II				$30,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	FOREMAN				$37,800.00	$37,800.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,280.00
0022	113	TRUCK DRIVER III				$28,813.00	$26,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,500.00
0023	113	TRUCK DRIVER III				$28,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRUCK DRIVER III				$28,535.00	$26,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,500.00
0026	113	TRUCK DRIVER I				$27,572.00	$26,140.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,340.00
0027	113	TRUCK DRIVER II				$27,136.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,140.00
0028	113	TRUCK DRIVER II				$27,016.00	$27,016.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,156.00
0029	113	TRUCK DRIVER II				$27,016.00	$27,016.00	$660.00	$0.00	$0.00	$0.00	$0.00	$27,676.00
0030	113	TRF SA/SPC III				$26,991.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRUCK DRIVER II				$26,790.00	$26,790.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,170.00
0033	113	MAINTENANCE I				$26,265.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0034	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II				$25,204.00	$24,685.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,685.00
0037	113	TRF SA/SPC I				$24,355.00	$24,355.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,655.00
0038	113	MAINTENANCE I				$23,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE I				$23,338.00	$21,164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,164.00
0041	113	MAINTENANCE I				$22,984.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0042	113	MAINTENANCE I				$22,984.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0043	113	MAINTENANCE I				$22,703.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0044	113	TRAF SA/SP I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	TRAFFIC SAFETY SPECIALIST I				$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II				$28,500.00	$28,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,980.00
0064	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$24,360.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,660.00
0065	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$24,360.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,900.00
0068	113	MECHANIC I				$28,500.00	$28,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,500.00
0071	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	MAINTENANCE I				$22,703.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0073	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A078	113	ENGINEERING TECHNICIAN II	7	5	$33,582.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
0079	113	RIGHT OF WAY AGENT V			$0.00	$64,066.00	$64,066.00	$480.00	$0.00	$0.00	$0.00	$0.00	$64,546.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 35052

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0080	113	RIGHT OF WAY AGENT V			$0.00	$64,066.00	$64,066.00	$300.00	$0.00	$0.00	$0.00	$0.00	$64,366.00
T081	121	HEAVY EQUIPMENT OPERATOR III			$0.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T082	121	HEAVY EQUIPMENT OPERATOR III			$0.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
T083	121	MECHANIC I			$0.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	ROAD CONSTRUCTION FOREMAN			$0.00	$46,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ROAD MAINTENANCE FOREMAN			$0.00	$46,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	HEAVY EQUIPMENT OPERATOR IV/ EXCAVATOR			$0.00	$40,078.00	$40,078.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$41,338.00
0087	113	CONSTRUCTION INSPECTOR			$0.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0088	113	ENGINEERING TECHNICIAN IV			$0.00	$40,078.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00
0089	**113**	**CREATE THE FOLLOWING POSITION(S)** ↓ **ENGINEERING TECHNICIAN IV**			**$0.00**	**$40,078.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL			$33,582.00	$474,043.00	$280,648.00	$10,800.00	$0.00	$6,000.00	$0.00	$0.00	$1,030,176.00

APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITION(S) PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Road Maintenance DATE: 11/2/2012

CURRENT POSITION TITLE: Engineering Technician IV CURRENT SLOT #: 0089

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 40,078.00	$ 40,078.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding is available in R&B from lapse salary funds.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department it is determined that this position is needed to assist the Department with the high demand of workload.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4/02/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	11.8.12 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/08/2012 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

ENGINEERING TECHNICIAN IV

GRADE: 11

GENERAL DESCRIPTION

Performs highly complex (senior-level) paraprofessional civil engineering work; Work involves preparing engineering design plans, project inspections, review of subdivision plans; interpret engineering field data and incorporate such data into design plans; Coordinates and/or supervises the development, operation and maintenance of the Department's geographical information system (GIS) inventory and geo-databases. May train others. Works under minimum supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs calculations and drafting for design work including but not limited to production quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control, lighting/signal plans, and other related information as requested

Prepares and drafts engineering plans and profiles both manually or using computerized software such as AutoCAD; draws charts on statistical data, and update/revise storm water and various maps such as base maps, beard maps, annexation maps, master atlas and address maps

May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphic design programs

Assists in determining G.I.S. standards for the department, as well as any required modifications

Assists with collecting and/or incorporating field data using GPS; may supervise these projects as well

Researches and analyzes land data records to incorporate as a data source for GIS related files; creates and enhances GIS based tools; and generates map compositions and responds to special GIS requests

Provides information and assistance to the general public regarding subdivision regulation requirements, utilities, easements, fences, right-of-way addresses and/or flood zones

Meets with developers, engineers, and/or other professional organizations to discuss proposed plats or other information related to the Planning Department

Responsible for maintaining and tracking the status of all plats through the required processes

Attends and coordinates Subdivision Advisory Board meetings and provides the departments review comments and findings; prepares correspondences regarding meeting findings to provide to interested parties and/or other organizations

Secures as-builts from engineers or pursues enforcement measures to acquire same

May attend specialized design schools to maintain abreast of the latest automated design tools and technologies; performs subdivision inspection of new and established developments

Gathers and researches information pertaining to utilities, right-of-way, structural, architectural, mechanical information, and other areas related to the Planning Department as necessary

Conducts surveys and field work; inspecting, designing, and preparing maps for presentation

Responsible for overseeing and preparing write-up summaries on plats, etc...and presenting to the Subdivision Advisory Board and/or Commissioners' Court, as necessary.

Maintains records and design plans; works on the reproduction of plans

Writes general notes, specifications, and special provisions following generally accepted practices to ensure applicable information is included

May schedule, coordinate and prepare plans and documents for public hearings

May review others work for drafting and/or calculation errors

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited High school or equivalent required; Associate's degree in related field is generally preferred. Minimum of five to six (5-6) years of experience in Computer Aided Drafting, surveying, subdivision design, review and planning, geographical information systems (GIS) technology, and/or related engineering work with at least two (2) years of experience in ESRI GIS software preferred. Two (2) years of experience may substitute one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Certification in computer aided drafting or related field required

Knowledge, Skills, and Abilities

Proficient knowledge of surveying and engineering principles, techniques, and procedures; of mathematics; and of applicable safety requirements

Proficient knowledge and skill in the operation of AutoCAD software and other drafting related software/tools

Proficient knowledge on subdivision rules and regulations as well as preparation and review of subdivision plans

Ability to prepare and review engineering design plans

Skill in the operation and maintenance of applicable equipment including but not limited to the following: drafting printers and plotters, calculators, drafting tools, surveying and measuring instruments, and other related equipment

Ability to conduct inspections and prepare reports

Ability to read, analyze, and interpret blueprints, engineering periodicals, professional journals, technical procedures, or governmental regulations

Ability to write reports and business correspondence

Ability to effectively present information and respond to questions from groups, contractors and employees of the organization

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations

Ability to solve practical problems and deal with a variety of concrete variables in situations where standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

		Approval
Esther A. Cortez/sga Human Resources Representative	08.29.12 Date	☒ Yes ☐ No
Norma G. Garcia Treasurer's Office Representative	07/26/12 Date	☐ Yes ☐ No
Department of Budget & Management Representative	07/26/2012 Date	☒ Yes ☐ No

Revision Date:

PCT 2 Road Maintenance

SALARIES ANALYSIS WORKSHEET

11/8/2012

Acct No: 2-1200-431-00-122-006-0-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	$1,348,141.00	$51,851.58	5.1	$264,443.04	$434,918.11	**$170,475.07**
115	Longevity	$10,800.00	$450.00	3.0	$1,350.00	$1,367.48	**$17.48**
121	Temp F/Time	$92,105.00	$3,542.50	5.1	$18,066.75	$37,510.68	**$19,443.93**
211	Health Insurance	$188,011.26	$7,833.80	3.0	$23,501.41	$48,924.35	**$25,422.94**
212	Life Insurance	$1,219.09	$101.59	1.0	$101.59	$434.75	**$333.16**
220	FICA	$111,464.26	$4,287.09	5.1	$21,864.14	$38,069.14	**$16,205.00**
230	Retirement	$144,976.83	$5,576.03	5.1	$28,437.76	$48,230.56	**$19,792.80**
250	Unemployment	$7,284.69	$280.18	5.1	$1,428.92	$1,140.44	**($288.48)**
TOTAL		**$1,904,002.13**	**$73,922.77**	**-**	**$359,193.62**	**$610,595.51**	**$251,401.89**

REF: AI 35223 Intradept transfer to cover for estimated shortage in unemployment comp due to " '11 4TH QTR UNEMPL COMP DEFICIT" &"12 1ST QTR UNEMPL COMP DEFICIT".

DBM-rc

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 13, 2012** **Agenda Item:** 35052

Summary of request/proposal:
PCT. 2 ROAD MAINTENANCE (1200):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	ENGINEERING TECHNICIAN IV	0089	113	0.00	40,078.00	40,078.00
				0.00	40,078.00	40,078.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-122-006-0-	113	PCT. 2 RD MAINT. -	REG F/T EMPLOYEES	$5,374.44
2-1200-431-00-122-006-0-	211	PCT. 2 RD MAINT. -	HEALTH INSURANCE	$558.39
2-1200-431-00-122-006-0-	212	PCT. 2 RD MAINT. -	LIFE INSURANCE	$3.62
2-1200-431-00-122-006-0-	220	PCT. 2 RD MAINT. -	FICA	$411.15
2-1200-431-00-122-006-0-	230	PCT. 2 RD MAINT. -	RETIREMENT	$534.76
2-1200-431-00-122-006-0-	250	PCT. 2 RD MAINT. -	UNEMPLOYMENT COMP	$26.87
2-1200-431-00-122-006-0-	260	PCT. 2 RD MAINT. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$6,909.23

2013 Budgetary Impact: $51,671.41

Possible Funding Sources: WITHIN DEPARTMENT BUDGET- FROM LAPSED SALARIES (R&B FUNDS)

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-35085 **Precinct #2 17. B.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 TXDOT (1315):

1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from TXDOT for reimbursement of Parcel 24 for S. McColl Rd. project.

2. Approval of 2012 appropriation of funds into Pct. 2 S. McColl Rd. in the amount of $303,638.27.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012` **ACCT. #:** 2-1315-XXX-XX-122-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $303,638.27 into Pct.2 S. McColl Rd. Project.

Attachments

Appropriation

Certification of Revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 01:57 PM
Roland Garcia	Rolando Garcia	11/08/2012 10:18 AM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Katia Garcia Started On: 11/01/2012 02:44 PM

Final Approval Date: 11/09/2012

DATE: November 1, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Pct.2 TXDOT

ACCOUNT NUMBER: 2-1315-XXX-XX-122-XXX-0-XXX

Contact Person: Katia Garcia **Ph#:** 787-1891 ext.2027

2012
Appropriation

AI-35085

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1315-431-00-122-028-0-711	S. MCCOLL ROAD	$303,638.27
2-1315-334-30-122-002-0-000		303,638.27
	TOTAL BUDGET INCREASE (DECREASE)	$303,638.27

REASON: Appropriation of reimbursement received from TXDOT for parcel 24 for the S. McColl Rd. project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

November 7, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the Advance Funding Agreement with the State of Texas for the McColl Road project for Pct. 2 in amount of $303,638.27. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/7/12
Date

THE COUNTY OF HIDALGO TEXAS

AI-33120 **Precinct #2 17. C.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No.4 under the current agreement for R. Gutierrez Engineering for the Nolana Loop Project (from FM 1426 to FM 88) to reflect revisions on Exhibit C, Article 3.1 Exhibit D, Exhibit D1 and Article 5.

BACKGROUND

Will encumber funds for Part I of the project in a total amount of $66,509 . (Total Part I Work $535,739 minus previous payments of $469,230).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-122-081-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending transfer AI-35224

Attachments

Supplemental Agreement No.4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 08:21 AM
Roland Garcia	Rolando Garcia	11/09/2012 01:30 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Katia Garcia Started On: 07/05/2012 08:49 AM

Final Approval Date: 11/09/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 4
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **Agreement** is made this ___ day of June, 2012 by and between the **HIDALGO COUNTY**, acting herein by and through the **HIDALGO COUNTY COMMISSIONERS COURT**, hereinafter called the "**Owner**", and **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed that one certain **Agreement** on the 27th day of February, 2001 concerning the providing of professional engineering and surveying services for the development of a design schematic, environmental assessment, right-of-way map, and full plans, specifications and estimate (PS&E) for the upgrading of Nolana Loop from county road standards to Farm-to-Market standards from FM 1426 (Raul Longoria Rd) east to FM 88 (the "**Agreement**"). The engineering and surveying services shall be performed to meet Texas Department of Transportation (TxDOT) standards for Farm-to-Market road construction (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**; and,

WHEREAS, it has become necessary to amend the **Agreement** to

(1) revise "Exhibit C – Work Schedule" of this **Agreement** to allow for the revised design requirements and to complete other necessary elements of the project,

(2) revise Article 3.1 "Termination Date" of this **Agreement** to extend beyond the revised "Exhibit C – Work Schedule" of this **Agreement,**

(3) revise Exhibit D – "Engineer's Contract Rates" of this **Agreement** to add additional years to the rates table previously submitted as needed to cover the extended work schedule of the project.

(4) revise Exhibit D1 – Cost Proposal of this **Agreement** to allow for additional compensation due the **Engineer** for the additional work required to be performed due to the last minute alignment revisions to the project requiring a new noise analysis and other additional preliminary engineering phase work.

(5) revise Article 5 "Compensation and Fees" of the **Agreement** to increase the lump sum fee payable by the **Owner** to the **Engineer**.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that the **Agreement** is amended as follows:

I. Exhibit C of the **Agreement** (Work Schedule) is replaced with the "Exhibit C" attached hereto bearing a footnoted date of June 20, 2012.

IV. Article 3.1 of the **Agreement** (Termination Date) is deleted and the following is inserted in lieu thereof:

"This **Agreement** shall terminate at the close of business on **December 31, 2017** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.

V. Exhibit D of the **Agreement** (Engineer's Contract Rates) is supplemented with "Exhibit D" attached hereto bearing a footnoted date of June 20, 2012.

VI. Exhibit D1 of the **Agreement** (Cost Proposal) is replaced with "Exhibit D1 attached hereto bearing a footnoted date of June 20, 2012.

VII. Article 5 of the **Agreement** (Compensation and Fees) first sentence is amended to read as follows:

"For and in consideration of the services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the lump sum fee (hereinafter referred to as the "**Fee**") payable by the **Owner** to the **Engineer** is One Million Four Hundred Eighteen Thousand Five Hundred Eighty dollars ($ 1,418,580)."

Except as amended by this Supplemental Agreement No. 4, the remaining provisions of the Agreement, along with previous revisions, are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____
County Judge

LIST OF ATTACHMENTS:

"Exhibit C" – Revised 02-02-10
"Exhibit D" – Revised 02-02-10
"Exhibit D1" – Revised 02-02-10

ATTEST:

BY: _____

EXHIBIT "C"
Work Schedule

For this Agreement, the **Engineer** shall perform the work identified in EXHIBIT "B" in accordance with the following schedule:

PART 1

PROJECT MILESTONES	SCHEDULE *
Phase I – Preliminary Engineering - (Entire Length of Project – 9.9 miles)	
Project Notice to Proceed	February 1, 2001
Surveying for Planimetrics	Sep 1 to Nov 1, 2002
Develop Planimetrics	Dec 1, 2002 to Feb 1, 2003
Preliminary Schematic Design	Jan 1, 2003 to Aug 1, 2006
Informal Public Meetings	Aug 1, 2006 to Sep 1, 2006
Environmental Assessment	Feb 1, 2003 to Sep 30, 2012
FHWA Review	Oct 1, 2012 to Dec 31, 2012
Receive Authorization for Public Hearings	Jan 1 to Jan 30, 2013
Public Hearing Process	Jan 1, 2013 to Feb 28, 2013
Final Schematic Design	Mar 1, 2013 to Apr 30, 2013
Obtain Environmental Clearance	Mar 1, 2013 to Apr 30, 2013
Phase II – Right-of-Way Map - (Raul Longoria Rd to 0.25 mi east of Alamo Rd – 2.25 mi)	
Title Reports	Aug 1, 2002 to Jun 30, 2013
Abstract Right-of-Way Map	Sep 1, 2002 to Jun 30, 2013
Surveying for Right-of-Way Map	Oct 1, 2002 to Aug 31, 2013
Prepare Field Notes & Parcel Sketches	Oct 1, 2002 to Aug 31, 2013
Final Right-of-Way Map	Sep 1, 2013
Phase III – Plans Development - (Raul Longoria Rd to 0.25 mi east of Alamo Rd – 2.25 mi)	
Begin Plan Development	Dec 1, 2002
Surveying – Field Verification	Feb 1, 2003 to Aug 1, 2005
Geotechnical Investigation	Apr 1, 2013 to May 31, 2013
Develop Detailed Plans	Feb 1, 2003 to Apr 30, 2014
TxDOT Review	May 1, 2014 to Aug 31, 2014
Project Letting	Sep 7, 2014

The **Engineer** will diligently pursue to complete Phases I, II and III for a 2.25 mile section from Raul Longoria Road to 0.25 miles east of Alamo Road. Phase I work for the entire length of project will proceed as expeditiously as possible but Phase II & III of the work for the 2.25 mile section will be completed by September 7, 2011.

PART 2

PROJECT MILESTONES	SCHEDULE *
Phase II – Right-of-Way Map – (0.25 mi east of Alamo Rd to 0.25 mi east of FM 1423 – 2.35 mi)	
Title Reports	Oct 1, 2013 to Dec 31, 2013
Abstract Right-of-Way Map	Oct 1, 2013 to Dec 31, 2013
Surveying for Right-of-Way Map	Jan 1, 2014 to Mar 31, 2014
Prepare Field Notes & Parcel Sketches	Jan 1, 2014 to Mar 31, 2014
Final Right-of-Way Map	Apr 1, 2014
Phase III – Plans Development – (0.25 mi east of Alamo Rd to 0.25 mi east of FM 1423 – 2.35 mi)	
Begin Plan Development	Oct 1, 2014
Surveying – Field Verification	Apr 1, 2003 to Apr 30, 2011
Geotechnical Investigation	Jun 1, 2013 to Jul 31, 2013
Develop Detailed Plans	Oct 1, 2014 to Apr 30, 2015
TxDOT Review	May 1, 2015 to Aug 31, 2015
Project Letting	Sep 7, 2015

PART 3

PROJECT MILESTONES	SCHEDULE *
Phase II – Right-of-Way Map – (0.25 mi east of FM 1423 to FM 493 – 2.6 mi)	
Title Reports	Feb 1, 2014 to May 31, 2014
Abstract Right-of-Way Map	Feb 1, 2014 to May 31, 2014
Surveying for Right-of-Way Map	Jun 1, 2014 to Aug 31, 2014
Prepare Field Notes & Parcel Sketches	Jun 1, 2014 to Aug 31, 2014
Final Right-of-Way Map	Sep 1, 2014
Phase III – Plans Development – (0.25 mi east of FM 1423 to FM 493 – 2.6 mi)	
Begin Plan Development	Oct 1, 2015
Surveying – Field Verification	Jun 1, 2003 to Aug 31, 2011
Geotechnical Investigation	Aug 1, 2013 to Sep 30, 2013
Develop Detailed Plans	Oct 1, 2015 to Apr 30, 2016
TxDOT Review	May 1, 2016 to Aug 31, 2016
Project Letting	Sep 7, 2016

PART 4

PROJECT MILESTONES	**SCHEDULE** *

Phase II – Right-of-Way Map – (0.25 mi east of FM 493 to FM 88 – 2.7 mi)

Title Reports	Oct 1, 2014 to Jan 31, 2015
Abstract Right-of-Way Map	Oct 1, 2014 to Jan 31, 2015
Surveying for Right-of-Way Map	Feb 1, 2015 to Apr 30, 2015
Prepare Field Notes & Parcel Sketches	Feb 1, 2015 to Apr 30, 2015
Final Right-of-Way Map	May 1, 2015

Phase III – Plans Development – (0.25 miles east of FM 493 to FM 88 – 2.7 mi)

Begin Plan Development	Oct 1, 2016
Surveying – Field Verification	Jun 1, 2003 to Dec 31, 2011
Geotechnical Investigation	Oct 1, 2013 to Nov 30, 2013
Develop Detailed Plans	Oct 1, 2016 to Apr 30, 2017
TxDOT Review	May 1, 2017 to Aug 31, 2017
Project Letting	September 7, 2017

* - This schedule is based on the expectations that this project will become an Hidalgo County MPO funded project and that funding for letting project will be available at time plans are completed.

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule. Whenever possible and when it is considered advantageous to the **Owner**, **Engineer** may commence work items prior to the dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"
Engineer's Contract Rates

OVERHEAD RATE = 2.89

Position/Title	FY 2012 Hourly Rate	FY 2013 Hourly Rate	FY 2014 Hourly Rate	FY 2015 Hourly Rate	FY 2016 Hourly Rate	FY 2017 Hourly Rate
Principal	$ 132.27/HR	$ 138.88/HR	$ 145.83/HR	$ 153.12/HR	$ 160.78/HR	$ 168.81/HR
Project Manager	$ 94.48/HR	$ 99.20/HR	$ 104.16/HR	$ 109.37/HR	$ 114.84/HR	$ 120.58/HR
Senior Engineer	$ 68.03/HR	$ 71.43/HR	$ 75.00/HR	$ 78.75/HR	$ 82.69/HR	$ 86.83/HR
Engineer	$ 52.91/HR	$ 55.56/HR	$ 58.33/HR	$ 61.25/HR	$ 64.31/HR	$ 67.53/HR
Graduate Engineer	$ 45.35/HR	$ 47.62/HR	$ 50.00/HR	$ 52.50/HR	$ 55.12/HR	$ 57.89/HR
Senior Engineering Tech	$ 39.32/HR	$ 41.29/HR	$ 43.35/HR	$ 45.52/HR	$ 47.79/HR	$ 50.18/HR
CADD-Design Technician	$ 31.45/HR	$ 33.02/HR	$ 34.67/HR	$ 36.41/HR	$ 38.23/HR	$ 40.14/HR
Clerical	$ 28.73/HR	$ 30.17/HR	$ 31.67/HR	$ 33.26/HR	$ 34.92/HR	$ 36.67/HR
Survey Crew (3-man)	$64.43/HR	$67.65/HR	$71.03/HR	$74.59/HR	$78.32/HR	$82.23/HR

EXHIBIT D1

Cost Proposal

TASK	CONTRACT AMOUNT	FEE BREAKDOWN			
		PART 1 WORK (2.25 Mi)	PART 2 WORK (2.35 Mi)	PART 3 WORK (2.60 Mi)	PART 4 WORK (2.70 Mi)
PHASE I - PRELIMINARY ENGINEERING					
SURVEYING - SETTING PANELS FOR FLIGHT	$38,000	$38,000	$0	$0	$0
SCHEMATIC DESIGN	$132,300	$132,300	$0	$0	$0
ENVIRONMENTAL ASSESSMENT	$95,000	$95,000	$0	$0	$0
ENVIRONMENTAL ASSESSMENT (Add'l S.A. #4)	$10,780	$10,780			
PULIC HEARING	$0	$0	$0	$0	$0
SUB-TOTAL	**$276,080**	**$276,080**	**$0**	**$0**	**$0**
PHASE II - RIGHT-OF-WAY ACQUISITION					
R.O.W. MAP	$441,000	$100,364	$104,824	$115,976	$120,436
SUB-TOTAL	**$441,600**	**$100,364**	**$104,824**	**$115,976**	**$120,436**
PHASE III - PLANS DEVELOPMENT					
SURVEYING - FIELD VERIFICATION	$0	$0	$0	$0	$0
GEOTECHNICAL INVESTIGATION	$30,000	$6,818	$7,121	$7,879	$8,182
ENGINEERING	$670,900	$152,477	$159,254	$176,196	$182,973
SUB-TOTAL	**$700,900**	**$159,295**	**$166,375**	**$184,075**	**$191,155**
TOTAL LIUMP SUM FEE	**$1,418,580**	**$535,739**	**$271,199**	**$300,051**	**$311,591**

R. Gutierrez Engr Corp
Nolana Loop - FM 1426 to FM *88*

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios

FROM: Ramiro Gutierrez

SUBJECT: Nolana

PROJECT NO.: Eng01.001

DATE: 6/21/12

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
___ BID TABULATION	X CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
2	-	Supplemental Agreement No. 4
1	6/20	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
X FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED

JUN 21 2012

Copy Distribution: file

Received by: X Elizabeth Morales

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

AI-35241 **Precinct #4** **18. A.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Comm. Palacios **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and appropriate action regarding the Open Forum agenda item and related policies and procedures as applicable

BACKGROUND

Attachments

policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2012 11:30 AM
Manuel Chapa	Manuel Chapa	11/09/2012 01:37 PM
Purchasing Department	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Monica Badillo Started On: 11/09/2012

Final Approval Date: 11/09/2012

ORDER FOR ADDRESSING
COMMISSIONERS COURT FOR INDIVIDUALS
NOT ON COMMISSIONERS COURT AGENDA

WHEREAS, individuals or groups of individuals who are not listed on the agenda of Commissioners Court desire to address the Commissioners Court during meetings of the Commissioners Court, and

WHEREAS, Commissioners Court desires to provide a limited amount of time (to be known as the "open forum") during each regular or special meeting of the Commissioners Court to allow such individuals or groups to so address Commissioners Court;

WHEREAS, the Commissioners Court desires to set forth certain guidelines for the open forum portion of the agenda for an orderly conduct of meetings; and

WHEREAS, Commissioners Court desires to amend its previous Order effective May 22, 2006, to provide a more efficient manner to register for open forum.

NOW, THEREFORE, BE IT ORDERED that the Commissioners Court of Hidalgo County, Texas, sets forth the following amended guidelines to hear citizen communications not on the agenda during the open forum portion of the Commissioners Court meetings;

1. At each regular or special meeting of the Commissioners Court, the Commissioners Court shall schedule no more than thirty (30) minutes to hear all communications that have not been designated on the agenda by topic. Each presentation shall not exceed a maximum of five (5) minutes, provided, however, if more than (6) six individuals desire to present, Commissioners Court may limit the time of each presentation to an amount of time less than five (5) minutes to accommodate the number of presentations registered so to allow all individuals registered to address the Commissioners Court during the open forum portion of the agenda. Each individual or group of individuals desiring to so make a presentation to Commissioners Court during the open forum portion of the agenda may do so by following the steps listed below:

    a. Persons desiring to make a statement to the Commissioners Court shall be required to register in the register log located in the Commissioners Court prior to the commencement of the meeting of Commissioners Court. The person making the request shall complete, in the space provided, the registration log which shall include at a minimum the person's name, and the specific subject matter to be presented by that person during the open forum.

    b. Complaints or charges against a specific employee(s) or a specific public official(s), matters related to potential or current litigation, and matters related to the purchase or sale or real property shall not be heard unless the item is submitted at least four working days in advance, and the item is scheduled on the agenda. The presiding officer may halt any person who violates this provision and require that the person engage in no further discussion regarding any such prohibited matter.

2. The Commissioners Court shall not take action on any request or item that is not listed on the agenda. Although the Commissioners Court may respond to requests for future information, the Commissioners Court shall not deliberate, discuss or make any decision on any communication presented that is not property listed on the agenda for the meeting.

WHEREUPON, Commissioner Flores moved for the adoption of said Order, which motion was seconded by Commissioner Handy and adopted by the following vote: 4 "AYE", 0 "NO", all members being present.

IN WITNESS WHEREOF, this Order amends and restates all previous Orders of the Commissioners Court concerning the same subject matter and is entered this the 23rd day of May, 2006.

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: MAY 23 2006

ATTEST:

Eddy Trevino, Hidalgo County Clerk

AI-34920 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Yolanda Velasquez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award and approval of short term contract document (subject to legal review and approval) to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: Hidalgo County - "Moving Services to Relocate County Departments". -RFSQ No 2012-257-10-24-YZV.

BACKGROUND

Recommended vendor: **Rick's Moving and Storage**

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contract is on an "as needed basis"; funding to be determined and appropriated within the respective user department budgets, once services are utilized by user depts.

Attachments

Legals Review

Bid Tab

Revised Service Contract-Ricks

Revised Insurance Docs-Ricks

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/09/2012 10:13 AM
Budget & Management	Merlen P. Munoz	11/09/2012 10:33 AM
Ivan Cantu	Ivan Cantu	11/09/2012 11:40 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Yolanda Velasquez Started On: 10/24/2012 02:43 PM

Final Approval Date: 11/09/2012

From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Moving Services
Date: Friday, November 09, 2012 9:38:41 AM

Ms. Yoli
See response from Mr. Crain regarding Moving Services, go ahead and add this email to the agenda.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, November 09, 2012 7:24 AM
To: 'Martha Salazar'
Subject: RE: Moving Services

The form is OK but the insurance needs correction.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 5:14 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: RE: Moving Services

But for the sake of placing on the agenda subject to you final review (due to W/C) is the form of the contract OK? It's on for 11-13-12 so we can begin moving by 11-19-12.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 08, 2012 4:55 PM
To: 'Martha Salazar'
Subject: RE: Moving Services

Very good. When you get the workers comp certificate send the contract back Thanks.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 4:29 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Moving Services
Importance: High

Mr. Crain:
Chapa (although low bid candidate) did not meet insurance and will not purchase the W/C if awarded. Responsible and qualifying vendor is the one we've asked you to review and comment as to form as they are securing the W/C.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 4:09 PM
To: 'Martha Salazar'
Subject: RE: Moving Services

Remember we are not going to contract with Chapa's due to vendor not purchasing Worker's Comp Insurance. So we are trying to go with the second vendor.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 4:05 PM
To: 'Yolanda Velasquez'
Subject: FW: Moving Services

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 08, 2012 4:03 PM
To: 'Martha Salazar'
Subject: RE: Moving Services

You recently did a contract with Chapa Moving for the same services. The annual limit is $50,000.00 ayear for the same service. Please discuss with Marty and let me know.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 2:25 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Moving Services
Importance: High

Mr. Crain:
Please review and comment as to form. We are pending W/C certificate. Company is acquiring it.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 08, 2012 1:12 PM
To: 'Martha Salazar'
Subject: Moving Services

Mrs. Marty

Please advise if we should forward contract to legal for review (still pending Worker's Comp) I spoke to vendor this a.m. and they are working on acquiring the WC Ins. I have attached contract for legal review. Agenda Item #34920 was moved yesterday by Ms. Monica for next Commissioner's Court Meeting.

Thanks

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

HIDALGO COUNTY PURCHASING DEPARTMENT
RFSQ TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFSQ OPENING DATE: OCTOBER 24, 2012
As per Addendum 1 RFSQ OPENING DATE: OCTOBER 25, 2012 @ 3:00 P.M.

RFSQ OPENING TIME: 3:00 P.M.

DESCRIPTION OF RFSQ: "MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"

RFSQ NO: 2012-257-10-24-YZV

BUYER: Yolanda Velasquez

Nº	NAME OF COMPANY	REGULAR MON-FRI 8:00 A.M. – 5:00 P.M.	
#1	**Rick's Moving and Storage** **McAllen, Texas**	TRUCK & DRIVER PER HOUR EA	$50.00√
		WORKER LABORER PER HOUR EA	$50.00√
		EMERGENCY HOURS SAT-SUN (AFTER HOURS)	
		TRUCK & DRIVER PER HOUR EA	No Bid
		WORKER LABORER PER HOUR EA	No Bid
#2	**Chapa's Moving Services** **McAllen, Texas** **DOES NOT MEET SPECS. DOES NOT HAVE WORKERS COMP INSURANCE**	REGULAR MON-FRI 8:00 A.M. – 5:00 P.M.	
		TRUCK & DRIVER PER HOUR EA	$30.00
		WORKER LABORER PER HOUR EA	$20.00
		EMERGENCY HOURS SAT-SUN (AFTER HOURS)	
		TRUCK & DRIVER PER HOUR EA	$30.00
		WORKER LABORER PER HOUR EA	$30.00
#3		REGULAR MON-FRI 8:00 A.M. – 5:00 P.M.	
		TRUCK & DRIVER PER HOUR EA	
		WORKER LABORER PER HOUR EA	
		EMERGENCY HOURS SAT-SUN (AFTER HOURS)	
		TRUCK & DRIVER PER HOUR EA	
		WORKER LABORER PER HOUR EA	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-2012-257-11-13

THIS CONTRACT is made and entered into this **13TH** Day of **November, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rick's Moving & Storage** ("Company").

WHEREAS, Company responded to the Request For Sealed Quotes for **"Moving Services to Relocate County Departments**", as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted sealed quotes to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFSQ Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for

Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of six months effective **November 13, 2012** and ending on **May 12, 2013** in no event to exceed fifty-thousand dollars ($50,000)**.** Hidalgo County at its sole discretion elect the option to extend the contract for additional sixty (60) days grace period at the same rates, terms and conditions at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth

below:

If to County:	**The County of Hidalgo** **Attn: Ramon Garcia, County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Rick's Moving and Storage** **Attn: Rick Garcia, Owner** **4005 W. Hwy 83** **McAllen, Texas 78501**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon

ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996)

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY: Rick's Moving & Storage

By:_____

Printed Name: Rick Garcia
Title: Owner

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT “A”
REQUEST FOR SEALED QUOTES (RFSQ)
PROCURMENT PACKET

Project No.
2012-257-10-24

HIDALGO COUNTY
"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"

Request for Sealed Quotes

Due:
OCTOBER 24, 2012 at 3:00 PM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR SEALED QUOTES

TABLE OF CONTENTS

HIDALGO COUNTY
MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"
RFP No: 2012-257-10-24-YZV

Item	Description	No. of Pages
1	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	8
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

PURCHASING DEPARTMENT
County Of Hidalgo

October 17, 2012

RE: Hidalgo County
Request for Sealed Quotes – "Moving Services to Relocate County Departments"
RFSQ № 2012-257-10-24-YZV

Dear Sir or Madam:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFSQ:2012-257-10-24	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 ext 4881

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"
RFSQ NO. 2012-257-10-24-YZV

DUE DATE:
OCTOBER 24, 2012

Contact Person:

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Bldg
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4879

Form HCPD-03

LEGAL NOTICE **RFSQ No: 2012-257-10-24-YZV**

1. Sealed quotes will be received for **HIDALGO COUNTY–"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2012-257-10-24-YZV HIDALGO COUNTY–"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 3:00 P.M., OCTOBER 24, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2012-257-10-24-YZV.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Participants are required to include illustrations, specifications, explanation

of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. ~~Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.~~

9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Yolanda Velasquez, Buyer
(956) 318-2626 x 4881

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY – "MOVING SERIVCES TO RELOCATE COUNTY DEPARTMENTS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78541
(956) 383-8114

17. **Schedule of Events**

Sealed Quote Opening, 3:00 PM	**OCTOBER 24 , 2012**
Award of Contract	**_____,2012**
Commence Work or Deliver Products	**_____,2012**

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

  - ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County

Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant shall defend, indemnify and save harmless County and all its

elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant=s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY
"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"
RFSQ NO.: 2012-257-10-24-YZV

To: Hidalgo County Purchasing Department
Attn: Martha L. Salazar, CPPB, H.C. Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must be submitted with the quote

EXHIBIT "A"
"BID SPECIFICATION"

HIDALGO COUNTY
"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"
REQUEST FOR SEALED QUOTES
RFSQ: 2012-257-10-24-YZV

SCOPE OF PROJECT: The intention of this "Request for Sealed Quotes (RFSQ)" is to obtain the services of a qualified contractor to provide moving services for relocation of equipment and furnishings used in governmental offices on an **"as needed basis"** for a short term contract.

SPECIFICATIONS:

1. Using 24' minimum length boxed trucks with power lift gates or ramps and tie down devices to prevent load shift, the contractor shall load at point of pick-up and unload at point of delivery (please refer to Point of Delivery).

2. A minimum of two (2) employees per crew per truck, and at least two (2) to five (5) boxed trucks at the 24' minimum length will be required.

3. The County shall be responsible for packing and boxing all of the contents of desks, cabinets, file cabinets, bookshelf's etc.,

4. Hidalgo County Personnel shall be responsible for disconnecting computers, faxes, copiers, cables; cords etc., from device and wall outlets and will box all equipment for vendor to pick-up.

5. The assembling and/or disassembling of furniture shall be the responsibility of the contractor.

6. The contractor will **be** responsible for loading and unloading items, and making sure the items are properly transported.

7. All packing material utilized for the relocation shall be removed the site by and be the responsibility of the Contractor immediately after the items are unpacked by County personnel.

8. The Contractor is **NOT** responsible for reconnecting cables, cords, etc.,

9. Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

10. All equipment, furniture, files and miscellaneous items shall be protected by the contractor from damage, which might be done or caused by work performed under this contract.

11. Such damages to the equipment, furniture, files and miscellaneous items shall be repaired and/or replaced by approved methods so as to restore the damaged area to their original condition at the expense of the Contractor and no additional charge to Hidalgo County.

12. The contractor shall maintain a written log describing all property being loaded and provide a copy to Hidalgo County.

13. Contractor's employees shall be identifiable by uniform, proper identification and/or a marked vehicle.

14. The contractor shall only furnish employees who are competent and skilled for work under this contract.

15. No subcontracting is permitted under this Contract without written permission from the County.

16. Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary to complete all required work.

17. The Contractor shall work closely with Hidalgo County designated Point of Contact (POC) prior to and during any office relocation to coordinate all relocation issues.

18. **Scheduling**: Scheduling will be provided by Hidalgo County in writing on an **"as needed basis"** during the term of this contract. Written notification will be provided one (1) week prior to scheduling relocation services by Hidalgo County's designated representative or designee.

19. The Contractor shall be required, upon request from the County, to provide a move plan and move coordination services. These services shall include a detailed move plan and all activities necessary for the relocation of furnishings, equipment, etc., from one location to another.

20. Contractor shall provide a contact person and telephone number for normal working hours.

21. The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Contractor shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Contractor, when (and if) directed to provide an emergency response, shall have**

staff on-site providing services within two (2) hours of initial notification that services are needed.

22. The Contractor's on-site supervisor shall obtain the County's Point of Contact written approval of time worked and the number of workers used at the end of each day. This approval is mandatory and shall be obtained prior to the commencement of any relocation.

23. Most relocation will take place during normal business hours, Monday thru Friday, 8:00 a.m. – 5:00 p.m. or as designated by Hidalgo County.

24. The Contractor shall, upon request from the County, conduct, coordinate and document a pre-move walk-through with the County's Point of Contact to verify pre-existing conditions in and damages to the building at no additional cost to the County.

25. Upon delivery and acceptance of work, and/or at the end of each calendar month, the Contractor shall submit an invoice detailing breakdown of all charges and shall be based on completion of tasks.

TERMS AND CONDITIONS:

- BID AWARD: Award of bid shall be made to the most responsible, responsive bidder, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

- A short term contract will be executed and shall commence November,2012, and end May ,2013 with a term not to exceed six (6) months and/or not to exceed fifty-thousand dollars ($50,000.00).

- Hidalgo County at its sole discretion has the option to extend the contract for additional sixty (60) days grace period at the same rates, terms and conditions at the end of the contract term due to any unforeseen delay in the procurement process.

- Bidder shall comply with all permits, local, state, and federal regulations, if applicable.

- Insurance Certificates (Exhibit C) must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

- The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, and to hold the bid for a period of ninety (90) days without taking action thereon.

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by county with thirty days written notice prior to cancellation.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

- Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County's best interest to do so.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to the Hidalgo County Purchasing Departments through Yolanda Velasquez, Buyer III. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed in writing to Martha L. Salazar, CPPB/Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIREIES WILL NOT BE ACCEPTED.**

All written inquires will be accepted via email to: yolanda.velasquez@co.hidalgo.tx.us or via facsimile to (956) 292-7612 by no later than 5:00 p.m. , **Friday, October 19, 2012** Responses to said inquires will be sent to all applicants via facsimile or email by no later than 5:00 p.m. on **Monday, October 22, 2012**.

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY
“MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS”
RFSQ № 2012-257-10-24-YZV

REGULAR MONDAY – FRIDAY 8:00 A.M. – 5:00 P.M.		
DESCRIPTION	**PER HOUR EACH**	**PER DAY EACH**
TRUCK AND DRIVER		
WORKER LABORER		
Number of Staff Members		
Number of Trucks Available		

EMERGENCY HOURS SATURDAY’S-SUNDAY’S (AFTER HOURS)		
DESCRIPTION	**PER HOUR EACH**	**PER DAY EACH**
TRUCK AND DRIVER		
WORKER LABORER		
Number of Staff Members		
Number of Trucks Available		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ **FAX №:** _____

CELLULAR №: _____ **Email:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person** ► **Date** ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-2012-257-00-00

THIS CONTRACT is made and entered into this ____ **D**ay of_____**, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ _____("Company").

WHEREAS, Company responded to the Request For Sealed Quotes for **"Moving Services to Relocate County Departments"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted sealed quotes to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFSQ Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

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extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of six months effective _____ _____**2012** and ending on _____**2013** in no event to exceed fifty-thousand dollars ($50,000)**.** Hidalgo County at its sole discretion elect the option to extend the contract for additional sixty (60) days grace period at the same rates, terms and conditions at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

DRAFT

and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

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notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT “B”
VENDOR’S BID

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"MOVING SERVICES TO RELOCATE COUNTY DEPARTMENTS"
RFSQ № 2012-257-10-24-YZV

REGULAR MONDAY – FRIDAY 8:00 A.M. – 5:00 P.M.		
DESCRIPTION	**PER HOUR EACH**	**PER DAY EACH**
TRUCK AND DRIVER	$50.00	
WORKER LABORER	$50.00	
Number of Staff Members		
Number of Trucks Available		

EMERGENCY HOURS SATURDAY'S-SUNDAY'S (AFTER HOURS)		
DESCRIPTION	**PER HOUR EACH**	**PER DAY EACH**
TRUCK AND DRIVER		
WORKER LABORER		
Number of Staff Members		
Number of Trucks Available		

BIDDER/COMPANY NAME: Rick's Moving

ADDRESS: 4005 W. Hwy 83.

CITY/STATE/ZIP CODE: Mcallen, TX 78501

PHONE №: (956) 631-5764 **FAX №:**

CELLULAR №: **Email:** ricksmovingandstorage@yahoo.com.

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: Iliana Perez PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED RICK'S MOVING & STORAGE/RICARDO GARCIA 4005 W HIGHWAY 83 REAR MCALLEN, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			90-B6-L649-4	09/27/2012	09/27/2013	EACH OCCURRENCE	$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$ 5,000
	Primary and Non-Contributory						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY			157 0604	10/22/2012	04/22/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO			199 7981	10/22/2012	04/22/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS			157 0607	10/22/2012	04/22/2013	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: MOVING SERVICES TO RELOCATE COUNTY DEPARTMENT

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Iliana Perez

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TexasMutual® Insurance Company

6210 E Highway 290
Austin, Texas 78723-1098

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

ITEM 1 — INSURED NAME AND ADDRESS

RICK'S MOVING & STORAGE
4005 W HIGWAY 83
MCALLEN, TX 78501-0000

OTHER WORKPLACES NOT SHOWN ABOVE:
see attached schedule of operation.

PRODUCER
05159

ROBERTO E ELIZALDE
DBA: STATE FARM INSURANCE
5107 S MCCOLL RD
EDINBURG, TX 78539-8278

POLICY NUMBER
SBP-0001244758 20121110

Federal Tax ID	74-2701612
Bureau Number	
Branch	AUSTIN
Renewal of	NEW
Entity	SOLE PROPRIETOR
Interim Adjustment	
Group	

ITEM 2 — **The Policy Period is from:** 11-10-2012 **To:** 11-10-2013 **12:01 A.M. standard time at the insured's mailing address**

ITEM 3

A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	$ 1,000,000	Each Accident
Bodily Injury by Disease	$ 1,000,000	Each Employee
Bodily Injury by Disease	$ 1,000,000	Policy Limit

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

D. **This policy includes these endorsements and schedules:**

See Schedule of Endorsements attached

ITEM 4 — **The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

TOTAL ESTIMATED STANDARD PREMIUM	$ 5,692.00
WAIVER OF SUBROGATION	114.00
INCREASED EMPLOYERS LIABILITY LIMITS	116.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	5,922.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF ( )	.00
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.87)	770.00-
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12)	618.00-
DEDUCTIBLE PREMIUM	.00
ADMIRALTY/FELA OR L & H W	.00
PREMIUM DISCOUNT, IF APPLICABLE ( )	.00
EXPENSE CONSTANT CHARGE	150.00
TOTAL ESTIMATED ANNUAL PREMIUM	$ 4,684.00

MINIMUM PREMIUM 250.00

DEPOSIT PREMIUM 703.00

Countersigned by Ron Wright

Issue Date: 11-09-2012

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Texas Mutual Insurance Company's loss control division at 1-800-859-5995 for accident prevention services or 1-800-859-5995 for return-to-work coordination services. If you have any questions about this requirement, call the Texas Department of Insurance, Division of Workers' Compensation, Workplace Safety, at 1-800-687-7080.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call the Texas Mutual Insurance Company toll-free telephone number for information or to make a complaint at:

1-800-859-5995

You may also write to:

Texas Mutual Insurance Company
6210 E Highway 290
Attn: Information Services Center
Austin, Texas 78723-1098

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis del Texas Mutual Insurance Company para informacion o para someter una queja al:

1-800-859-5995

Usted tambien puede escribir a:

Texas Mutual Insurance Company
6210 E Highway 290
Attn: Information Services Center
Austin, Texas 78723-1098

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Texas Mutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE OF OPERATIONS

EXTENSION OF INFORMATION PAGE

NAME AND ADDRESS OF INSURED

RICK'S MOVING & STORAGE
4005 W HIGWAY 83
MCALLEN, TX 78501-0000

POLICY NUMBER

SBP-0001244758 20121110

ISSUE DATE

11-09-2012

ITEM 4 ** SCHEDULE OF OPERATIONS **
LOCATION INFORMATION

ST	LOC	CODE #	CLASSIFICATION	PREMIUM BASIS: TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
42	00001	8293	FURNITURE MOVING & STORAGE, DRIVERS	31,000.00	18.36	5,692.00
			Total Estimated Standard Premium			5,692.00

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001244758 20121110 of the Texas Mutual Insurance Company

Issued to RICK'S MOVING & STORAGE

Endorsement No.

Premium $

Ron Wright

Authorized Representative

Texas Mutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE OF OPERATIONS - STATE

EXTENSION OF INFORMATION PAGE

NAME AND ADDRESS OF INSURED
RICK'S MOVING & STORAGE
4005 W HIGWAY 83
MCALLEN, TX 78501-0000

POLICY NUMBER
SBP-0001244758 20121110

ISSUE DATE
11-09-2012

ITEM 4 ** SCHEDULE OF OPERATIONS **
STATE INFORMATION

ST	CODE #	DESCRIPTION	RATE	PREMIUM ADJUSTMENTS
42	9812	INCREASED LIMITS 1000/1000/1000	.02	116.00
42	0930	WAIVER OF SUBROGATION	.02	114.00
42	9887	SCHEDULE RATE MODIFIER	.87	770.00-
42	9874	HEALTH CARE NETWORK DISCOUNT	.12	618.00-
42	0900	EXPENSE CONSTANT		150.00
		Total Premium Adjustments		1,008.00-
		Total Estimated Annual Premium		4,684.00

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001244758 20121110 of the Texas Mutual Insurance Company

Issued to RICK'S MOVING & STORAGE

Endorsement No.

Premium $

Ron Wright
Authorized Representative

AI-35177 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Authority to advertise and approval of Request for qualifications packet as attached hereto for: "Hidalgo County Pool of Professional Services" for Construction Management Services for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective February 09, 2013 for a period of one (1) year.

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.

Proposed schedule of events:
Advertisement Dates:
1st November 17, 2012
2nd November 24, 2012
3rd December 1, 2012

RFQ Due Date: December 12, 2012

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:** n/a

BUDGETARY IMPACT:

Used on an as needed basis. No funding required at this phase of procurement process.

Attachments

Construction Management Sevces Pool 13-006

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 04:54 PM
Budget & Management	Merlen P. Munoz	11/09/2012 08:23 AM
Ivan Cantu	Ivan Cantu	11/09/2012 09:53 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Moises Salazar Started On: 11/07/2012

Final Approval Date: 11/09/2012

PURCHASING DEPARTMENT
County Of Hidalgo

November 19, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-006-12-12-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-006-12-12-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	4
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, or by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2013-006-12-12-MSS

Acceptance Due Date: **December 12, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4865
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2013-006-12-12-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 12, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 12 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Eve	12/31/12
New Year's Day	01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13
New Year's Eve	12/31/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity

hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2013-006-12-12-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from **February 09, 2013** through **February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 12, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number(2013-006-12-12-MSS), Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any CM, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the vendor must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null

and void if the vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3)that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, December 03, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 05, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED EDUCATION/EXPERIENCE SUBMITTAL:

This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

• Bid Packaging/Contracting Strategy

• Construction Management
• FF&E Procurement, Handling and Installation
• Facility Startup
• Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:

o **Site Investigations**

Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:

• Existing conditions assessment – (review existing in the field)
    • Site investigations: Need for fill clearing and/or grubbing
• Access to the site
• Amount of lay down area available
• Utility availability and routes into site
• Constraints (railroad locations, adjacent schools, noise, etc…)
• Note surface conditions

o CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site
Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)
Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

    • Cost estimating
    • Cost budgeting
    • Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and

execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:
• Weather
• Contractor(s) manpower
• Contractor(s) equipment
• Material/equipment deliveries
• General description of work performed and location
• Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:
• Updated program information
• Updated project information
• Updated budget information
• Updated schedule information
• Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work.
Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures
CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - General list of construction projects within the past year.
   - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. Professional Qualifications (25)

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project **(20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations **(10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications (25)

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Firm/Ability to Commit Resources (25)

The Professional Firm, in addition to the Construction Manager(s), shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as work experience with Federal, State, County, City, School Districts, etc.

The professional team members responsible/assigned to assist County projects must be identified in the organizational chart. Team members shall have experience in performing various types of contracts for Federal, Counties, Cities, School Districts, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction Manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction Manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction Manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local Government regulations and policies
3) Identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) ➢ **Meets educational** background in Construction Management and/or Construction Science i.e.: o Bachelors Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	*SAMPLE*
➢ **Meets** additional minimum required **experience** of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** *SAMPLE*
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	*SAMPLE*
➢ Identifying the project composition, project leadership, reporting responsibilities	10	*SAMPLE*
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** ***SAMPLE***
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	*SAMPLE*
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	*SAMPLE*
➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** SAMPLE
4. UNDERSTANDING OF PROJECT (20 pts. max.) ➢ Demonstrate an understanding of the scope of services	5	*SAMPLE*
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	5	*SAMPLE*

SAMPLE

➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	*SAMPLE*
➢ RFQ responsiveness, Response is clear, well organized, easy to evaluate, and appropriate to this RFQ	5	*SAMPLE*
Comments/Rationale For Points:		**Total:** *SAMPLE*
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	*SAMPLE*
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	*SAMPLE*
Comments/Rationale For Points:		**TOTAL** *SAMPLE*
TOTAL SCORE:		*SAMPLE*

Project Name:_____

Department: _____

Firm/Participant:_____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2013-006-12-12-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

_____ _____
Signature Date

AI-35243 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for necessary repairs for the county owned building located at 9805 North 10th Street McAllen, Texas

Polkinghorn Group Architects, Inc	Alcocer Garcia Associates, Inc	ERO Architects

c. Authority for the Purchasing Department to negotiate a professional (Architectural Services) contract with the No. 1 ranked firm of _____ for the provision of professional architectural services necessary for the county owned building located at 9805 North 10th Street McAllen, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Nielda Cavazos Started On: 11/09/2012 11:51 AM

Final Approval Date: 11/09/2012

AI-35068 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract document (C-12-255-11-13) with Guzman & Munoz Engineering (authorized for negotiations by CC on 10/01/12) for the provision of Engineering Services for "Road and Bridge, C.I.P., Drainage Projects and Other Projects in General on an as needed basis" for Hidalgo County Precinct #1.

BACKGROUND

Approved as to form by legal counsel; updated insurances have been provided by vendor.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** fund 1342

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding to be determined on a per project basis based on approved WA's. Contract is on an "as needed" basis. Possible funding source is CO's 2010 A & B, fund 1342. Term of agreement is from 11-13-12 to 12-31-12 as stipulated in article 3.1

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/07/2012 04:55 PM
Budget & Management	Merlen P. Munoz	11/07/2012 04:56 PM
Ivan Cantu	Ivan Cantu	11/09/2012 08:40 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Vangie Garcia Started On: 10/31/2012 04:03 PM

Final Approval Date: 11/09/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-255-11-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner",** and **Guzman & Munoz Engineering** professional engineers of **Mercedes, Texas** hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"Road and Bridge, C.I.P., Drainage Projects** and **Other Projects in General" (on an as needed basis)** for **Hidalgo County Precinct Number 1** hereinafter referred to as the **("Project")**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the

development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B" -** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as **"Work Schedule"**) in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be effective **November 13, 2012** and will expire **December 31, 2012** (hereinafter referred to as the **"Termination Date"**), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement

cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed

above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and **Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule**

goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. **T**hose services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. R**ESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**;

preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such

Final Request for Payment in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final**

Payment shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** - ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the

Engineer and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be

executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may

retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Sub-Contracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the

Engineer or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the

Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** 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 **Engineer's** skill

and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in

EXHIBIT "B" attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this

Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**Guzman & Munoz Engineering**
Attn: County Judge	**Attn: Jose L. Munoz, P.E., S.I.T.**
1615 South Closner, Suite J	**2020 E. Expressway 83**
Edinburg, Texas 78539	**Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to

create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Agreement for Professional Services to be effective as of the ____day of _____, **2012**.

ENGINEER:
Guzman & Munoz Engineering

BY:_____
Jose L. Munoz, P.E., S.I.T.

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Approved by Commissioners' Court:_____.

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-002-01-18CGA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-002-01-18-CGA

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2012-002-01-18-CGA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Gricelda (Cris) Ayala, Buyer III
(956) 292-7000 Ext. 4867
cris.villarreal@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2012-002-01-18-CGA- "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012**.

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the~~

~~receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an

employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, o have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us NO LATER THAN Tuesday, January 10, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction

- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.
- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo

County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-01-18-CGA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-01-18-CGA

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form		
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

SAMPLE

Provider: _____

Evaluator: _____ Date: _____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2012-002-01-18-CGA

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ENGINEERING SERVICES FOR HIDALGO COUNTY"
PROJECT NO.: 2012-002-01-18CGA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2012-002-01-18-CGA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

EXHIBIT B

"Further Description of Engineering Services and Related Matters:
Services to be provided by the Engineer".
For
Professional Engineering Services – Road and Bridge, C.I.P., Drainage Projects and Other Projects
(on an as needed basis)
Hidalgo County Precinct No. 1

Services that may be provided by the Engineer/ Surveyor:

Engineering Design

- Roadways
- Drainage
- Utilities
- Site Plans

Engineering Planning

Drainage Studies

Construction Phase Services

Construction Inspection

Boundary Surveys:

Parcel Plats for Right-of-Way Acquisitions

Control Surveys

Construction Surveys

Topographical Surveys

As-Built Surveys

EXHIBIT B

"Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer".

Scope of Engineering Services

Phase I - Topography Surveying & Drainage Analysis and Report

The following specific Tasks will be included in the project:

TASK 1 – Project Management and Coordination – This task includes general project coordination and direction; kick off meeting; budget management and administrative services.

TASK 2 – Survey – This task includes surveying to establish horizontal and vertical control and to tie in all existing utilities and facilities. Surveying will also include a boundary survey and may require additional work for parcel plats for right of way acquisitions for the off-site storm sewer system. The survey will also include the determination of elevations in the existing watershed.

TASK 3 – Establish Baseline Conditions – This task includes reviewing the existing plans; and collected surveying information to determine existing conditions.

TASK 4 – Identify Potential Options – This task includes the development of potential options for the project. Options will be developed for the proposed improvements locations and other conditions that must be considered in the design.

TASK 5- Develop Projected Construction Costs – Opinions of probable construction cost will be developed for each component of the various options that were developed in Task 4. These costs will be one of the critical components of the evaluation process.

TASK 6 – Evaluate Options and Prepare Drainage Engineering Report – The various options and option components will be evaluated and a drainage engineering report will be prepared. GMES will present and review the Drainage Engineering Report at a project status meeting. The Hidalgo County Pct. 1 Staff will then be given the opportunity to review and provide comments on the report.

TASK 7 – Address Comments and Prepare Final Drainage Engineering Report – Staff comments will be addressed and the Final Drainage Engineering Report will be completed.

EXHIBIT B

"Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer".

Scope of Engineering Services

Phase II - Engineering Design Services

The following specific Tasks will be included in the Project:

TASK 1 – Project Management and Coordination – This task includes general project coordination and direction; plan submittal milestone review meetings; budget management and administrative services.

TASK 2 – Survey – This task includes surveying to establish final horizontal and vertical control and to tie in all existing utilities and facilities.

TASK 3 – Development of Design Plans – This task includes development of plans for the proposed improvements. Design shall include all civil improvements including, Roadways, storm sewer collection system and utilities relocation if needed. Final design will include submittals at 60% and final completion. The Hidalgo County Pct. 1 Staff will then be given the opportunity to review and provide comments on the plans at the milestone review meeting. Staff comments will be incorporated into the design plans following the milestone review meetings.

TASK 4 – Development of Specifications – This task will include preparation of specifications of the project that will clearly define the standards of construction and plans that will present the typical construction details that will cover the variety of potential construction scenarios that may be encountered during the construction phase.

TASK 5 – Develop of Projected Construction Costs – Opinions of probable construction costs will be developed for the improvements covered under Task 3 through 6 along with the required legal documents needed to complete the bidding document package prior to the project's advertisement for bids.

TASK 6 – Preparation of Bidding Documents – This task will include the preparation of the final bidding documents for the project, incorporating Tasks 3 through 6 along with the required legal documents needed to complete the bidding document package prior to the project's advertisement for bids.

EXHIBIT B

"Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer".

Scope of Engineering Services

Phase III - Services during Bidding and Construction

The following specific Tasks will be included in the project.

TASK 1 – Project Management and Coordination – This task includes general project coordination and direction; meetings with other consultants, Pct.1 Staff and Project Contractor; budget management and administrative services.

TASK 2 – Assistance During Bidding – This task includes the preparation and distribution of plans and specifications to prospective bidders; preparation of the project advertisement and; maintaining a bidders log of the prospective bidders; responding to all contractor's pre bid Request for Information and Clarification, while responding to all bidders overall; conducting, with the County of Hidalgo, a pre bid conference; conducting, with the County of Hidalgo, the bid opening; evaluating with the County of Hidalgo, the bids and preparation of the recommendation for the selected bidder.

TASK 3 – Office Services During Construction – This task includes the reviewing all shop drawing and testing results; reviewing and responding to contractor's Request for Information; reviewing and processing contractor's request for payment and change orders; coordinating required geotechnical and materials testing.

TASK 4 – Field Services During Construction – This task includes providing daily site inspection visits by a qualified inspector and periodic inspection by the Engineer; Construction control staking, conduction Final Walk Through with Hidalgo County Pct. 1 staff and preparation of the final "Punch List".

TASK 5 – Preparation of Record Drawings – This task includes "As Built" surveying for the preparation of record drawings for all civil engineering improvements to the project site. These drawings will reflect the actual conditions once the improvements are complete.

The fees for the specific Tasks are LUMP SUM and included in **Exhibit D.**

EXHIBIT C
-Work Schedule

EXHIBIT "C"

PROJECT WORK SCHEDULE

HIDALGO COUNTY PRECINCT 1

THE WORK SCHEDULE WILL BE SHOWN IN THIS MANNER FOR EACH WORK AUTHORIZATION UNDER THIS CONTRACT.

		October 2012					November 2012				December 2012				
Task No.	Description of Task	1	8	15	22	29	5	12	19	26	3	10	17	24	31
1															
2															
3															
4															
5															
6															
7															
8															
9															

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT D

"Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer".

Scope of Engineering Services

Additional or Special Services: If the OWNER elects to bid one or more alternate configurations of the proposed project, the additional engineering work shall be billed according to the hourly rate FEE SCHEDULE shown below.

Any additional services authorized in writing by Hidalgo County Precinct 1 for any engineering work will be charged at the Rates shown on the FEE SCHEDULE shown below.

All basic engineering services for this project will also be billed according to the rates listed in the FEE SCHEDULE shown below.

FEE SCHEDULE

Fees for all work performed shall be billed under the following rates:

1.	Principal Engineer	$180.00/hr.
2.	Project Engineer	$120.00/hr.
3.	Project manager	$140.00/hr.
4.	Registered Professional Land Surveyor	$120.00/hr.
5.	Engineer, EIT	$100.00/hr.
6.	Designer/Technician	$90.00/hr
7.	CADD Draftsmen	$75.00/hr.
8.	Bookkeeping	$50.00/hr.
9.	Clerical	$45.00/hr.
10.	Metes and Bounds	$250.00 ea.
11.	GPS Surveying	$200.00/hr.
12.	Inspector	$70.00/hr.
13.	2 person Survey Crew	$120.00/hr.
14.	3 Person Survey Crew	$130.00/hr.
15.	4 Person Survey Crew	$150.00/hr.
16.	Topographic surveys	$4.00/linear foot
17.	Abstract Work	Cost plus 10%
18.	Mileage	n/a
19.	Third party costs /Reimbursable	Cost plus 15%

1

EXHIBIT D

"Further Description of Engineering Services and Related Matters: Services to be Provided by the Engineer".

Scope of Engineering Services

PAYMENT SCHEDULE

Hidalgo County shall reimburse GMES for engineering services provided upon submission of a monthly request for payment in accordance with the terms and provisions of Article 6 of the agreement. The engineer (GMES) shall request and be paid in proportion to the percentage completed of each work tasks as shown in Exhibit "B" of this agreement.

The total contract amount percent payable for each phase is shown below:

	S Column
1) Phase I – Topography Surveying & Drainage Analysis and Report	25%
2) Phase II – Engineering Design Services	50%
3) Phase III – Services during Bidding, Construction and Project Closing	25%

EXHIBIT D1

**"Further Description of Engineering Services and Related Matters:
Services to be Provided by the Engineer".**

Fee Breakdown

The Fee Breakdown shall be as shown in each Work Authorization under this contract as Exhibit "D"

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____, 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1**,_____ as to content and detail of this **Work Authorization No.____**.

HIDALGO COUNTY PRECINCT # 1_____.

BY: _____

(To be determined)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER: THE OWNER:

(Firms Name)

By: (Name of Engineer)

HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____ , Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ _____day of _____ 20___ concerning engineering for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

---

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Smith
Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294	PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-0469 E-MAIL ADDRESS: jsmith@siegins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Guzman & Munoz Engineering & Surveying, Inc 2020 E. Expressway 83 Mercedes TX 78570	INSURER A: Travelers Casualty & Surety	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			105414414	3/8/2012	3/8/2013	Aggregate	$2,000,000
							Each Claim	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M T. Siegeler/JS

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GUZMA-3 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: Nancy Olmedo PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: nolmedo@swkins.com
INSURED Guzman & Munoz Engineering and Surveying, Inc. Expressway Printing, Copying & More LLC 2020 E Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Assurance Company of America INSURER B : Texas Mutual Insurance Co. 22945 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	PAS00521791	01/13/12	01/13/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PAS00521791	01/13/12	01/13/13	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF0001218030	11/09/12	11/09/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional insured form CG2010 07/04.Waiver of Transfer form CG2404 05/09.Waiver of our Right to recover from others form WC420304A(1/00)

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
2812 So. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cynthia Cabaza

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Texas Mutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of th Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce o right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily inju arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiv from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

2. Operations: ALL TEXAS OPERATIONS

3. Premium

   The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001218030 20111109 of the Texas Mutual Insurance Company

Issued to GUZMAN & MUNOZ ENGINEERING & SURVEY INC

Endorsement No.

Premium $

Ron Wright

Authorized Representative

WC420304A (ED. 1-01-2000)

INSURED'S COPY 11-08-2011

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 30, 2012 4:13 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: FW: Contract Review (C-12-255-11-13-Engineering Services)-Precinct One

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, October 30, 2012 3:56 PM
To: 'Martha Salazar'
Subject: RE: Contract Review (C-12-255-11-13-Engineering Services)-Precinct One

The agreement is fine but note there is an insurance that expires on 11/9/2012.

Have obtained the updated insurances and attached to the contract document.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 30, 2012 3:30 PM
To: 'Steve Crain'
Cc: evangelina.garcia@co.hidalgo.tx.us
Subject: FW: Contract Review (C-12-255-11-13-Engineering Services)-Precinct One
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 30, 2012 2:48 PM
To: 'Martha Salazar'
Subject: Contract Review (C-12-255-11-13-Engineering Services)-Precinct One

Marty:
Attached for legal review as to form is the contract with Guzman & Munoz Engineering for Engineering Services as approved by Commissioners Court to end by December 31, 2012. Precinct is requesting for me to place by November 13, 2012 since they will be forwarding two work authorizations subject to the approval of this contract. Precinct at the moment was in the process of setting up those accounts for funding purposes of those two work authorizations. For now, I just need to have legal review as to form the above attached contract so as to proceed ahead.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000 EXT. 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

AI-35198 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Pro-Med EMS, LLC (ranked highest firm by cc on 10-23-12 for "Emergency Ambulance Services for Unincorporated Areas in Pct 3" (RFP No. 12-203-09-19-YSI.)

BACKGROUND

Subject to legal review on name issue only.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Zero cost to County, no fiscal impact to Hidalgo County.

Attachments

aprvd as to form

agrmnt

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Yvette Islas Started On: 11/08/2012 11:44 AM

Final Approval Date: 11/09/2012

From:	Martha Salazar
To:	"Yvette Islas"
Subject:	FW: abulance services pct 3
Date:	Wednesday, August 22, 2012 4:12:04 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 22, 2012 3:40 PM
To: 'Martha Salazar'
Subject: RE: abulance services pct 3

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 22, 2012 1:57 PM
To: 'Steve Crain'
Cc: 'Yvette Islas'
Subject: FW: abulance services pct 3
Importance: High

Mr. Crain:
Last two changes you requested have been completed. Please review and comment as to form
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Wednesday, August 22, 2012 1:51 PM
To: 'Martha Salazar'
Subject: abulance services pct 3

Ms. Marty,

On August 10, 2012, Mr. Crain called me and asked me to make 2 (two)changes to this draft contract. He said it would be fine after that. I have made the changes and simply need written confirmation from him that it is ok as is. Please forward it to him for that purpose.

Thank you,
Yvette S. Islas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
C-12-203-10-23

THIS CONTRACT is made and entered into this **23RD day of October, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **PRO-MED EMS**, **LLC** a limited liability Company ("Company").

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3 Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the "Service Area" or "Service Areas"), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on **October 23, 2012** through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the "Act"); and

WHEREAS, Company is willing to provide services in accordance with specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications"); and

WHEREAS, the term “Specifications” as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit “A” and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company’s agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County And Company hereby agrees that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.

3. Company hereby promises and agrees to maintain at the Company’s sole expense a state of the art communication center that will be capable of managing all EMS calls for **PRO- MED EMS, LLC** County wide, a description of which is attached hereto as Exhibit “A” Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. **NOVEMBER 20, 2012** and terminate on **NOVEMBER 19, 2014,** at 12:00 a.m., with an option to extend for an additional

one (1) year term, (the "Termination Date") unless this Contract is earlier terminated pursuant to the provisions herein.

5. As a condition of this Contract, if a new provider is not in place at the end of the normal contract term, termination/cancellation date, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

7. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

8. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.

9. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

10. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the

coverage's and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

11. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

12. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

13. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

14. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the emergency services provided by Company, and that Company is an independent contractor under this Contract.

16. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written

notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

17. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as stated forth below:

If to County: The County of Hidalgo
Attn: County Judge
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

If to Company: Pro-Med EMS, LLC
Attn: Jesus Flores
100 North Tower Road
Alamo, Texas 78516

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

19. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

21. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

22. Company represents and warrants it has not, during the process of being awarded this Contract violated the following ethical standards of County and, upon and after the execution of this Contract, agrees to abide by the following ethical standards of County:

a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept form another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department of agency of Hidalgo County.

b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

23. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County

may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

WITNESS our hands in duplicate originals this _____**, 2012**

ATTEST:

By_____

COUNTY OF HIDALGO

By:_____

COMPANY:
Pro-Med EMS, LLC

By:_____

Approved on Commissioners' Court: _____, 2012

APPROVED AS TO FORM
Atlas & Hall, L.L.P

By:_____

EXHIBIT “A”

REQUEST FOR PROPOSAL (RFP)
PROCUREMENT PACKET

EXHIBIT “B”
FEE SCHEDULE

EXHIBIT “C”
CERTIFICATE OF INSURANCE

WHEREAS, the term “Specifications” as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit “A” and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company’s agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County And Company hereby agrees that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.

3. Company hereby promises and agrees to maintain at the Company’s sole expense a state of the art communication center that will be capable of managing all EMS calls for **PRO- MED EMS, LLC** County wide, a description of which is attached hereto as Exhibit “A” Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. **NOVEMBER 20, 2012** and terminate on **NOVEMBER 19, 2014,** at 12:00 a.m., with an option to extend for an additional

one (1) year term, (the "Termination Date") unless this Contract is earlier terminated pursuant to the provisions herein.

5. As a condition of this Contract, if a new provider is not in place at the end of the normal contract term, termination/cancellation date, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

7. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

8. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.

9. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

10. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the

coverage's and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

11. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

12. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

13. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

14. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the emergency services provided by Company, and that Company is an independent contractor under this Contract.

16. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written

notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

17. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as stated forth below:

If to County: The County of Hidalgo
Attn: County Judge
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

If to Company: Pro-Med EMS, LLC
Attn: Jesus Flores
100 North Tower Road
Alamo, Texas 78516

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

19. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

21. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

22. Company represents and warrants it has not, during the process of being awarded this Contract violated the following ethical standards of County and, upon and after the execution of this Contract, agrees to abide by the following ethical standards of County:

a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept form another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department of agency of Hidalgo County.

b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

23. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County

may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

WITNESS our hands in duplicate originals this _____**, 2012**

ATTEST:

By_____

COUNTY OF HIDALGO

By:_____

COMPANY:
Pro-Med EMS, LLC

By:_____

Approved on Commissioners' Court: _____, 2012

APPROVED AS TO FORM
Atlas & Hall, L.L.P

By:_____

EXHIBIT “A”

REQUEST FOR PROPOSAL (RFP)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 04, 2012

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"
RFP № 12-203-09-19-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS IN PRECINCT 3"

RFP № 12-203-09-19-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 8 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Contract Service, consisting of 7 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that nay of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Martha L. Salazar, CPPB Purchasing Agent

September 04, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2012-203-09-19	Buyer: YVETTE S. ISLAS	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"

PROPOSAL ACCEPTANCE DATE
September 19, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for **"Hidalgo County - PRECINCT 3 EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS "**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2012-203-09-19-YSI- Hidalgo County – EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, September 19, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2012-209-09-19-YSI-HIDALGO COUNTY - EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3.

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yvette.islas@co.hidalgo.tx.us by NO LATER THAN Wednesday, September 12, 2012, at 5:00 p.m. Responses will be sent to all applicants by **Friday, September 19, 2012 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or

operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY - EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg,TX78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date:	**SEPTEMBER 19, 2012**
Award of Contract	2012
Commence Work or Deliver Products	2012

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS**:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:
    a) the contract expires;
    b) delivery and acceptance of products, and/or performance of services ordered, or;
    c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways

or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY – PRECINCT № 3

"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"

RFP № 12-203-09-19-YSI

Hidalgo County is seeking sealed proposals from qualified **"Ambulance Service Provider(s)** for **"Emergency Ambulance Services for Unincorporated Areas in Precinct 3".** The County of Hidalgo is seeking to enter into an Ambulance Services Contract with a certified Provider. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of providing Emergency Ambulance Services as specified herein. Sealed proposals will be accepted until **9:00 a.m., Wednesday, SEPTEMBER 19, 2012 ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 12-203-09-19-YSI
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2012-203-09-19-YSI
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP 2012-203-09-19-YSI "Emergency Ambulance Services In Unincorporated Areas within Precinct 3"**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO yvette.islas@co.hidalgo.tx.us , BY NO LATER THAN Wednesday, September 12, 2012 at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by Friday, September 14, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is **(1)** not the result of Collusion as described in the Proposer's Affidavit; **(2)** that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the

Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo county reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

TERM:

The initial term of contract shall be for a period of two (2) years with the option to renew for one (1) additional one (1) year term under the same rates, terms and conditions and/or scope of services.

If a new Provider is not in place at the end of the normal contract term, termination/cancellation date, current provider will continue providing services for a period not the exceed 90 (ninety) days or until a new contract is approved.

SECTION II: RFP REQUIREMENTS

REQUEST FOR PROPOSALS WITH QUALIFICATIONS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the FRP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, limited to 3 pages in length.

OVERVIEW:

HIDALGO COUNTY is seeking proposals from licensed providers of emergency medical (ambulance) services interested in contracting with Hidalgo County Precinct 3's Unincorporated Areas to provide on-call emergency services to the areas as listed in the requirements. Providers making proposals must be licensed by the Texas Department of health for the provision of emergency medical (ambulance) services in accordance with the specifications outlined in this document.

PROPOSER'S QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent and duly licensed provider under the Emergency Medical Services Act, Texas. Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code, that has had experience in but not limited to, the following:

- Maintain a state of the art communication center capable of managing EMS calls County Wide.
- Maintain a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health.
- Must have two (2) years of experience.
- Provider must be licensed by the Texas Department of Health for the provision of the emergency medical services described in these Specifications, and must, in addition, possess all other licenses, permits, third-party reimbursement arrangements required of the provider by law, regulation, or sound business practices.

PERSONNEL AND STAFFING:

The provider shall provide an organizational chart for their organization and a summary paragraph of the project work to be performed by each proposed staff member. It should include his/her experience, training and education.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the Emergency Medical Services Act, Texas Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code.

REQUIREMENTS, SCOPE OF SERVICES AND RESPONSIBILITIES

1. Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Services Act Texas Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).

2. Company must dedicate six (6) ALS-equipped or better ambulance unit(s) exclusively to service Hidalgo County Precinct 3 with a base station in such area. In the EMS Proposal, the following must be included;

    1) Vehicle Identification Number (VIN)
    2) Make
    3) Model
    4) License Plate Number

3. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.

4. Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, filed operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians, and paramedics.

5. Company must have in place or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Areas. Where first responder organizations are units of a or affiliated with political subdivisions of the State of Texas(e.g...fire departments, police departments, and/or sheriff department), Company will provide such organizations with all necessary equipment and supplies, including but not limited to trauma kits and pediatric kits, at cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training if necessary to meet state certification requirements at cost to such organizations or political subdivisions.

6. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and ear the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommend diagnoses or medical protocols.

7. Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.

8. To the extent available in the service area. Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.

9. Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.

10. While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.

11. For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-one-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.

12. Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transport do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.

13. Company must make provision to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.

14. In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:
    a. After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.
    b. If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.

15. Services will be provided in rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3. Cities are Alton, Palmview, Granjeno, La Joya, Sullivan City, and Peñitas (Service Area).

OTHER INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

COMMUNICATION WITH COUNTY EMPLOYEES:

Company submitting proposals shall not discuss this RFP with employees of Hidalgo County other than Hidalgo County Purchasing Agent/Staff. **If discussion is necessary, company will notify in writing Hidalgo County Purchasing Agent/Staff. Failure to abide by this requirement may result in automatic disqualification.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposers to provide a fee proposal based on the scope of work/services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1 original submittal and seven (7) copies.**

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100 point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS:

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO:

An original and seven (7) copies of RFP's should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, September 19, 2012,

EXHIBIT "B"

EVALUATION AND SELECTION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposal received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE 30 POINTS**

   - Furnish satisfactory evidence of their ability to furnish products or services
   - The Providers cost of the proposed service.

2. **RESPONSIVENESS TO THE REQUEST FOR PROPOSAL 20 POINTS**

   - The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.
   - The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal

3. **PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED 30 POINTS**

   - Experience and knowledge necessary to provide and perform the required Emergency Ambulance Service
   - Have the personnel level and equipment necessary to provide immediate services.
   - Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. **PROPOSERS EXPERIENCE/QUALIFICATIONS 20 POINTS**

   - Proposer's qualifications (e.g. licenses/certificates)
   - Evidence of Proposer's previous experience with the services being requested

EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-"EMERGENCY AMBULANCE SERVICE IN UNINCORPORATED AREAS – PRECINT 3"

Selection Criteria	Points	Score
1. ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE **(30)pts**		
➢ Furnish Satisfactory evidence of their ability to furnish products or services	0-15	
➢ The Providers cost of the proposed service	0-15	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS TO THE PREQUEST FOR PROPOSAL **(20)pts**		
➢ The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.	0-10	
➢ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED **(30)pts**		
➢ Experience and knowledge necessary to provide and perform the required Emergency Ambulance Services.	0-10	
➢ Have the personnel level and equipment necessary to provide immediate services.	0-10	
➢ Provide sufficient professional background (references) indicative of outstanding or exceptional services.	0-10	
Comments/Rationale for points:	**TOTAL:**	
4. PROPOSERS EXPERIENCE/QUALIFICATIONS **(20)pts**		
➢ Proposer's qualifications (e.g. licenses/certificates)	0-10	
➢ Evidence of Proposer's previous experience with the services being requested	0-10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–			–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION and INELIGIBILITY

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THIS PAGE MUST BE SUBMITTED WITH BID)

THE STAT OF TEXAS §
§
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
CONTRACT NUMBER

DRAFT

THIS CONTRACT is made and entered into this DATE by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and VENDORS NAME , a limited liability Corporation ("Company").

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3 Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the "Service Area" or "Service Areas"), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on DATE through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the "Act"); and

WHEREAS, Company is willing to provide services in accordance with specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications"); and

WHEREAS, the term "Specifications" as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company's agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County And Company hereby agrees that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.

3. Company hereby promises and agrees to maintain at the Company's sole expense a state of the art communication center that will be capable of managing all EMS calls for VENDOR County wide, a description of which is attached hereto as Exhibit "A" Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. DATE and terminating on DATE, at 12:00 a.m., with an option to extend for an additional one (1) year term, (the "Termination Date") unless this Contract is earlier terminated pursuant to the provisions herein.

DRAFT

5. As a condition of this Contract, if a new provider is not in place at the end of the normal contract term, termination/cancellation date, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

7. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.

8. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

9. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the coverage's and in the amounts described in the Specifications, and shall furnish to County a certificate of such insurance coverage.

10. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response,

DRAFT

Company shall have at least two state certified emergency service personnel responding to the call.

11. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

12. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

13. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

14. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the emergency services provided by Company, and that Company is an independent contractor under this Contract.

15. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting breaching party may have in a court of competent jurisdiction. Any provision of

DRAFT

this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to upon request by County continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

16. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as stated forth below:

If to County: The County of Hidalgo
Attn: County Judge
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

If to Company

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

18. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

20. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

DRAFT

21. Company represents and warrants it has not, during the process of being awarded this Contract violated the following ethical standards of County and, upon and after the execution of this Contract, agrees to abide by the following ethical standards of County:

a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department of agency of Hidalgo County.

b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

22. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to be a continuing right to terminate

DRAFT

this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

WITNESS our hands in duplicate originals this DATE

ATTEST:

COUNTY OF HIDALGO

By_____

By:_____

COMPANY OF HIDALGO

By:_____

Approved on Commissioners' Court:_____

APPROVE AS TO FORM
Atlas & Hall, L.L.P

By:_____

DRAFT

EXHIBIT "B"
FEE SCHEDULE

PRO-MEDIC E.M.S.

Pro Medic EMS LLC proposes a **Zero Dollar Bid ($0.00)** for the "Emergency Ambulance Service for Unincorporated Areas within Precinct # 3" RFP No 12-203-09-19-YSI

OPENED
9:30
9-19-12
Witnessed

PRO-MEDIC E.M.S.

OPENED 9:30 9-9-12 Witnessed

EMS FEE SCHEDULE

CHECK SERVICE PROVIDED	
$ 325.00	ALS 1 EMERGENCY LEVEL 1
$ 325.00	ALS 2 EMERGENCY LEVEL 2
$ 325.00	ALS 1 NON-EMERGENCY LEVEL 1
$ 325.00	ALS EMERGENCY LEVEL 1
$ 325.00	ALS NON-EMERGENCY LEVEL 1
$ 325.00	BLS EMERGENCY
$ 325.00	BLS NON-EMERGENCY
$ 325.00	SPECIALTY CARE TRANSPORT
$ 12.00	MILEAGE
$ 50.00	WAIT TIME
$ 200.00	TREATMENT-NO TRANSPORT
$ 75.00	EXTRA ATTENDANT
AIRWAY PROCEDURE / SUPPLIES	
$ 35.00	Oxygen Administration
$ 35.00	Oxygen
$ 27.50	Adult Non-Rebreather
$ 36.25	Pediatric Non-Rebreather
$ 5.50	Nebulizer
$ 10.00	Oral / Nasal Pharyngeal Airway
$ 25.00	Magill Forceps
$ 60.00	Intubation Procedure
$ 150.00	Combi Tube Airway
$ 36.25	BVM Disposable
$ 75.00	Endotracheal Tube
$ 10.00	Stylet
$ 12.50	ET Tube Holder
$ 60.00	Esophageal Intubation Detector
$ 35.00	Ventilator
$ 50.00	Pulse Oximetry
$ 25.00	Suctioning Procedure
$ 25.00	Suction Tubing
$ 25.00	Suction Yaunker
$ 25.00	Suction Catheter
INTRAVENOUS PROCEDURE / SUPPLIES	
$ 27.50	Intravenous Administration
$ 11.00	Intravenous Infusion
$ 16.50	14 gauge Angiocatheter
$ 16.50	16 gauge Angiocatheter
$ 16.50	18 gauge Angiocatheter
$ 16.50	20 gauge Angiocatheter
$ 16.50	22 gauge Angiocatheter
$ 16.50	24 gauge Angiocatheter
$ 23.00	10-15 Macro gtts
$ 23.00	60 Micro gtts

INTRAVENOUS PROCEDURE / SUPPLIES	
$ 25.00	16 gauge Intraosseous Needle
$ 10.00	Sterile Needle (any size)
$ 12.00	Sterile Syringe (any size)
$ 5.00	Tourniquet
CARDIAC	
$ 75.00	Cardio Pulmonary Resusitation
$ 66.00	Cardioversion
$ 66.00	Defibrillation
$ 66.00	Externa Pacing
$ 66.00	Defibrillating Pads
$ 66.00	External Pacing Pads
$ 16.50	ECG Monitoring
$ 75.00	EKG Tracing
$ 16.50	EKG Electrodes
MEDICATION	
$ 2.00	Aspirin
$ 95.00	Adenosine 6mg
$ 35.00	Albuterol 0.083%
$ 25.00	Atropine Sulfate 1 mg
$ 35.00	Atrovent
$ 15.00	Activated Charcoal
$ 20.00	Benadryl 50 mg
$ 60.00	Dopamine
$ 55.00	Dextrose 50%
$ 20.00	Epinephrine 1:1,000 1 mg
$ 20.00	Epinephrine 1: 10,000 1 mg
$ 15.00	Furosemide
$ 12.00	Insta Glutose 15 gm
$ 12.00	Syrup of Ipecac
$ 46.00	Lidocaine 100 mg
$ 46.00	Lidocaine Drip
$ 40.00	Lorezapam 10 mg
$ 35.75	Morphine Sulfate 10 mg
$ 25.00	Narcan 2 mg
$ 30.00	Normal Saline 500 ml
$ 12.00	Nitro (tabs) 0.4 mg
$ 12.00	Nitro (spray) 0.4 mg
$ 30.00	Sodium Bicarbonate 50 meq
$ 25.00	Thiamine 100 mg
$ 40.00	Valium 10 mg
SMR PROCEDURE / SUPPLIES	
$ 45.00	SMR Procedure
$ 45.00	Long Spine Board
$ 45.00	Select C-Collar

SMR PROCEDURE / SUPPLIES	
$ 15.00	Disposable Headblocks
$ 27.50	Long Board Splint
$ 27.50	Medium Board Splint
$ 27.50	Short Board Splint
$ 50.00	KED
$ 75.00	Traction Splint
GLUCOSE MONITORING / SUPPLIES	
$ 30.00	Glucometer
$ 30.00	Glucose test strip
$ 30.00	Lancet
BANDAGING / DRESSING SUPPLIES	
$ 5.00	2"x2" gauze sponge
$ 5.00	4"x4" gauze sponge
$ 5.50	5"x9" gauze pad
$ 8.80	Trauma Dressing
$ 16.50	Burn Sheet
$ 12.52	Vaseline Gauze
$ 25.00	OB Kit
$ 25.00	Silver Swaddler (baby bunnting)
$ 10.00	Kerlix
$ 5.00	Triangular Bandage
$ 5.50	Cold Pack
DISPOSABLE / SUPPLIES	
$ 6.50	Bite Stick
$ 5.50	Convinience Bag
$ 12.00	Bed Pan
$ 6.00	Urinal
$ 5.00	Alcohol Pads
$ 5.00	Tape (all sizes)
PERSONAL PROTECTIVE EQUIPMENT	
$ 10.00	Blanket
$ 12.50	Emergency Blanket
$ 10.00	Pillow
$ 5.00	Disposable Gloves
$ 5.00	Disposable Fitted Sheet
$ 5.00	Disposable Cover Sheet
$ 5.00	Disposable Pillow Case
$ 5.00	Disposable Gown
$ 16.50	Protective Eye Wear
$ 12.00	Hepa Mask (all sizes)
$ 20.00	Bio Bag
$ 30.00	Vehicle Decontamination

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

11/8/12

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
BEAUPRE INSURANCE SERVICES PO BOX 700635 DALLAS, TX 75370 972-417-2877	
INSURED	**INSURERS AFFORDING COVERAGE**
PRO-MED EMS, LLC PO BOX 2190 SAN JUAN, TX 78589	INSURER A: WESTERN WORLD INS CO INSURER B: NATIONAL CASUALTY CO NSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
A	**GENERAL LIABILITY** ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ PROFESSIONAL LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒POLICY ☐PROJECT ☐LOC	NPP 8064489	10/6/12	10/6/13	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$100,000
					MED EXP (Any one person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐	CAO 0247296	10/6/12	10/6/13	COMBINED SINGLE LIMIT (Ea. accident)	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY. EA ACC	$
					AGG	$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTH-ER	$
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER ☐ ☐ ☐					$
						$
						$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
ADDTL INSURED HIDALGO COUNTY ATTN: PURCHASING DEPT 2812 S. HWY BUS.281 HIDALGO, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- JAIME D. GONZALES
- 1025 N. TEXAS BLVD. STE 21-J
- WESLACO, TX 78596
- Ph#956-472-9468

Issue Date (MM/DD/YY) 09/12/12

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 40 Agent 31P

Insured Name & Address
- PRO-MEDIC EMS LLC.
- P.O. BOX 2190
- SAN JUAN, TX 78589

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D PENN AMERICA INSURANCE CO.

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
		Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ $ $ $ $
		Umbrella Liability				Limit	$
D	X	Workers' Compensation and Employers' Liability	WC-402586332	07/01/12	07/01/13	Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

Description of Operations/Vehicles/Restrictions/Special items:

Certificate Holder

Name & Address
- HIDALGO COUNTY
- ADMINISTRATION BUILDING
- 2802 S. BUSINESS HWY 281
- EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

JAIME D. GONZALES
Authorized Representative

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
EMERGENCY MEDICAL SERVICES
EMS PROVIDER VEHICLE FORM

Revised 12/10/2008

TEXAS Department of State Health Services

Submit this completed form along with payment (if appropriate) and the appropriate submission / cover sheet (see: www.dshs.state.tx.us/emstraumasystems/provfro.shtm)

Name of Legal Entity: Pro Med EMS LLC
Legal Entity Assumed Name: Pro Medic EMS

License #: 300178

Unit #	Vehicle Identification Number **	Type I, II, III	License Tag Number	Make (Ford, Chevy)	Year of chassis manufacture	*Category (BLS/MICU)
M-1	1FDWF36F32EB92098	TYPE-I	298-VNJ	FORD	2001	BLS/MICU
M-2	1FDWF36F2YED76733	TYPE–I	KXF-931	FORD	2000	BLS/MICU
M-5	1FDXE40F5XHA71777	TYPE-III	293-VNJ	FORD	1999	BLS/MICU
M-6	1FDWF36FX1ED16477	TYPE-I	AM3-7408	FORD	2001	BLS/MICU
M-7	1FDWF36F1YEE10225	TYPE-1	169-VYL	FORD	2000	BLS/MICU
M-8	1FDSS34FOYHA72764	TYPE-II	844-VYK	FORD	2000	BLS/MICU

* BLS, BLS/A, BLS/M, ALS, ALS/M, MICU, MICU Air – RW or FW, SPEC (Specialized)

** Vehicle additions require fee

Claiming Fee Exemption: ☐ YES ☐ NO
If no, indicate amount enclosed:
(for fee amount, see checklist at www.dshs.state.tx.us/emstraumasystems/provfro.shtml)

I, **Jesus Flores**, submit this application on behalf of the above named legal entity, to the Texas Department of State Health Services. I hereby affirm and declare that all information submitted on this form and attached supplemental documents are true and correct. It is understood that any false information given or misrepresentation made in this application or other requested documents may result in revocation or denial of license. I have read, understand, and agree to abide by Chapter 773 of the Texas Health and Safety Code and Title 25 of the Texas Administrative Code, Chapter 157 and Title 22 of the Texas Health and safety Code, Chapter 197.

☐ See Continuation Sheet

Signature of Administrator _____ Date: 9/11/12

PRIVACY NOTIFICATION

With a few exceptions, you have the right to request and be informed about information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See **http://www.dshs.state.tx.us** for information on Privacy Notification. (Reference Government Code, Section 552.021, 552.023 and 559.004)

AI-35070 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to C.C. action taken on (AI-34954 10/30/12) to cancel the project for: Hidalgo County Precinct No. 4 -Construction of a New Multipurpose Facility and Mechanical Shop", requesting action for the following:

a. Rescind bid award and cancel contract document as mutually agreed to by awarded vendor, Fresno Construction (C.C. AI-34397 -09/25/12) including approval to return the original Payment & Performance Bonds to Fresno Construction so as to prevent any charges for the bonds;

b. Cancellation of the project for Civil Site Improvements for the project titled: New Multipurpose Facility and Mechanical Shop;

c. Approval to exercise option to "terminate" agreement with Raba Kistner Consultants, Inc. (CC approved on 05/29/12) in connection with "construction materials testing" services for the cancelled project titled: Construction of a New Multipurpose Facility & Mechanical Shop for Hidalgo County Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact is anticipated as these items when approved will not expend funds.

Available balance as of 11-2-12

Program	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Agenda -Award to Fresno Constr -Civil Site Improv

E-Mail Notification to Fresno Constr. of Cancellation of Project

CC Agenda -Cancellation of Project 10-30-12

RabaKistner-C-12-140-05-29 & CC approval 052912

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/01/2012 01:10 PM
Budget & Management	Merlen P. Munoz	11/01/2012 01:28 PM
Manuel Chapa	Manuel Chapa	11/02/2012 07:51 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Moises Salazar Started On: 11/01/2012 07:48 AM

Final Approval Date: 11/09/2012

Improvements" inasmuch as the parking lot and off-site drainage improvements project bid was a "no action" on July 10, 2012 (AI #33091) by Commissioners Court with "final rejection" of bid on August 7, 2012 (AI#33565).

C. Pct. 2

1. AI-34255 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services Thomas Rd (Jackson to McColl Rd) within Pct No. 2.

Total	R.E. Garcia	Rio Delta Engineering	R.E. Gutierrez
Evaluator 1	94	88	100
Ranking	2	3	1

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of R.E. Gutierrez for: the provision of professional engineering services for Thomas Rd (Jackson to McColl Rd) within Pct No. 2 area.

2. AI-34383 Requesting approval of Second Amendment to Interlocal Cooperation Agreement between City of San Juan, Hidalgo County Drainage District No. 1 and County of Hidalgo, for Minnesota Drainage Project.

D. Pct. 4

1. AI-34397 Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75.

E. County Clerk's Office

1. AI-34399 Presentation by Hon. Arturo Guajardo, Hidalgo County Clerk for Hidalgo County Commissioners Court's acceptance and approval of agreement by and between the Department of State Health Services (DSHS or the Performing Agency) an agency of the State of Texas, for DSHS Program Vital Statistics Unit and Hidalgo County Clerk (Receiving Agency) in connection with the issuance of birth certificates.

F. IT Department:

1. AI-34191 a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source';

AI-34397 **Purchasing Department 19. D. 1.**
CC REGULAR
Meeting Date: 09/25/2012
Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-21-12:

Program#	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Raul Sesin Award Recom
Bid Tabulation/Comparison
Vendor Participation/Plan Holders List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 02:44 PM
Budget & Management	Merlen P. Munoz	09/21/2012 02:59 PM
Manuel Chapa	Manuel Chapa	09/21/2012 03:33 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Moises Salazar Started On: 09/21/2012
Final Approval Date: 09/21/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

September 17, 2012

Honorable Commissioner Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: Construction of a New Multi-Purpose Facility and Mechanical Shop
Civil Site Improvements
Hidalgo County Precinct No. 4
Project No.: 2012-056C-02-29-MSS

Dear Commissioner Palacios;

Bids were received and opened for the Hidalgo County Precinct No. 4 Construction of a New Multi-Purpose Facility and Mechanical Shop - Civil Site Improvements Project No.: 2012-056C-02-29-MSS on August 01, 2012. The project was separated into different alternatives to allow the County to select the work that would be awarded or performed in-house. As per our discussions and based on the Precinct's schedule we have considered the award of the Base Bid along with Alternate No. 2, No. 4, and No. 5. A total of five bids were received with Fresno Construction STFC, Inc. being low bidder for the combined items to be awarded. Fresno Construction STFC, Inc. is the total low bidder with a Base Bid amount of $96,687.25, Alternate No. 2 bid of $25,199.00, Alternate No. 4 bid of $42,242.00, and Alternate No. 5 bid of $24,582.50. Attached is a copy of the bid tabulation for your review.

This project consists of site civil work including the preparation of base, sub-grade for the parking area, drainage improvements, water and sanitary sewer improvements, and re-construction of the access road. We recommend awarding the project to Fresno Construction STFC, Inc for the base bid and Alternate No. 2, No. 4, and No. 5 in the amount of $188,710.75.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

PE 9/17/12

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

BID COMPARISON

HIDALGO COUNTY PRECINCT No. 4

CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP - CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-02-29-MSS

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
BASE BID													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	6,149	SY	$ 1.27	$ 7,809.23	$ 2.25	$ 13,835.25	$ 3.50	$ 21,521.50	$ 1.50	$ 9,223.50	$ 1.50	$ 9,223.50
2	8" COMPACTED CALICHE (LABOR ONLY)	1,855	SY	$ 4.47	$ 8,291.85	$ 6.00	$ 11,130.00	$ 2.00	$ 3,710.00	$ 9.00	$ 16,695.00	$ 6.00	$ 11,130.00
3	10" COMPACTED CALICHE (LABOR ONLY)	4,294	SY	$ 4.89	$ 20,997.66	$ 7.00	$ 30,058.00	$ 3.00	$ 12,882.00	$ 8.00	$ 34,352.00	$ 7.35	$ 31,560.90
4	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	4,294	SY	$ 3.61	$ 15,501.34	$ 3.50	$ 15,029.00	$ 4.00	$ 17,176.00	$ 2.00	$ 8,588.00	$ 7.15	$ 30,702.10
5	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	520	LF	$ 7.69	$ 3,998.80	$ 12.00	$ 6,240.00	$ 9.00	$ 4,680.00	$ 8.00	$ 4,160.00	$ 9.00	$ 4,680.00
6	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	276	LF	$ 30.80	$ 8,500.80	$ 20.00	$ 5,520.00	$ 48.00	$ 13,248.00	$ 30.00	$ 8,280.00	$ 28.25	$ 7,797.00
7	6" CONCRETE APRON ENTRANCE (MATERIAL & LABOR)	425	SY	$ 40.00	$ 17,000.00	$ 35.00	$ 14,875.00	$ 59.00	$ 25,075.00	$ 40.00	$ 17,000.00	$ 42.50	$ 18,062.50
	TOTAL				**$ 82,099.68**		**$ 96,687.25**		**$ 98,292.50**		**$ 98,298.50**		**$ 113,156.00**
ADD ALTERNATE NO. 1													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,392	SY	$ 1.22	$ 1,698.24	$ 2.25	$ 3,132.00	$ 3.50	$ 4,872.00	$ 1.50	$ 2,088.00	$ 1.55	$ 2,157.60
2	8" COMPACTED CALICHE (LABOR ONLY)	1,557	SY	$ 4.50	$ 7,006.50	$ 6.00	$ 9,342.00	$ 3.00	$ 4,671.00	$ 9.00	$ 14,013.00	$ 7.95	$ 12,378.15
3	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	664	LF	$ 7.68	$ 5,099.52	$ 12.00	$ 7,968.00	$ 8.00	$ 5,312.00	$ 8.00	$ 5,312.00	$ 9.15	$ 6,075.60
4	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	126	LF	$ 30.16	$ 3,800.16	$ 20.00	$ 2,520.00	$ 45.00	$ 5,670.00	$ 30.00	$ 3,780.00	$ 28.25	$ 3,559.50
5	REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER	72	LF	$ 13.89	$ 1,000.08	$ 10.00	$ 720.00	$ 9.00	$ 648.00	$ 10.00	$ 720.00	$ 5.25	$ 378.00
	TOTAL				**$ 18,604.50**		**$ 23,682.00**		**$ 21,173.00**		**$ 25,913.00**		**$ 24,548.85**
ADD ALTERNATE NO. 2													
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (185.0 SY)	1,662	SF	$ 4.81	$ 7,994.22	$ 5.00	$ 8,310.00	$ 3.25	$ 5,401.50	$ 5.00	$ 8,310.00	$ 5.50	$ 9,141.00
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR) (WEST OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 9,500.00	$ 9,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	6	EA	$ 416.67	$ 2,500.02	$ 300.00	$ 1,800.00	$ 350.00	$ 2,100.00	$ 1,000.00	$ 6,000.00	$ 255.00	$ 1,530.00
4	CONCRETE STOPS	71	EA	$ 67.61	$ 4,800.31	$ 65.00	$ 4,615.00	$ 110.00	$ 7,810.00	$ 100.00	$ 7,100.00	$ 32.00	$ 2,272.00
5	18" SAFETY END TREATMENT	3	EA	$ 1,166.67	$ 3,500.01	$ 300.00	$ 900.00	$ 750.00	$ 2,250.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00
6	18" RCP-RJ CL III	80	LF	$ 47.50	$ 3,800.00	$ 30.00	$ 2,400.00	$ 36.00	$ 2,880.00	$ 35.00	$ 2,800.00	$ 29.00	$ 2,320.00
7	24" RCP-RJ CL III	71	LF	$ 56.34	$ 4,000.14	$ 40.00	$ 2,840.00	$ 42.00	$ 2,982.00	$ 50.00	$ 3,550.00	$ 39.00	$ 2,769.00
8	DETENTION SWALE EXCAVATION	2,034	SF	$ 2.95	$ 6,000.30	$ 1.00	$ 2,034.00	$ 2.00	$ 4,068.00	$ 1.50	$ 3,051.00	$ 0.95	$ 1,932.30
	TOTAL				**$ 36,595.00**		**$ 25,199.00**		**$ 31,991.50**		**$ 37,911.00**		**$ 32,014.30**
ADD ALTERNATE NO. 3													

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (285.0 SY)	2,561	SF	$ 3.44	$ 8,809.84	$ 5.00	$ 12,805.00	$ 35.00	$ 89,635.00	$ 5.00	$ 12,805.00	$ 4.75	$ 12,164.75
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR)(EAST SIDE OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	7	EA	$ 357.14	$ 2,499.98	$ 300.00	$ 2,100.00	$ 400.00	$ 2,800.00	$ 1,000.00	$ 7,000.00	$ 250.00	$ 1,750.00
4	CONCRETE STOPS	18	EA	$ 83.33	$ 1,499.94	$ 65.00	$ 1,170.00	$ 110.00	$ 1,980.00	$ 100.00	$ 1,800.00	$ 32.00	$ 576.00
5	18" SAFETY END TREATMENT	5	EA	$ 1,160.00	$ 5,800.00	$ 300.00	$ 1,500.00	$ 650.00	$ 3,250.00	$ 1,200.00	$ 6,000.00	$ 850.00	$ 4,250.00
6	18" RCP-RJ CL III	176	LF	$ 42.61	$ 7,499.36	$ 40.00	$ 7,040.00	$ 38.00	$ 6,688.00	$ 35.00	$ 6,160.00	$ 29.00	$ 5,104.00
8	DETENTION SWALE EXCAVATION	6,642	SF	$ 2.03	$ 13,483.26	$ 1.00	$ 6,642.00	$ 2.00	$ 13,284.00	$ 1.50	$ 9,963.00	$ 0.95	$ 6,309.90
		TOTAL			**$ 43,592.38**		**$ 33,557.00**		**$ 120,137.00**		**$ 46,228.00**		**$ 37,654.65**
ADD ALTERNATE NO. 4													
1	2" WTR PVC PIPE (INCLUDES ELBOWS AND MISC. FITTINGS)	941	LF	$ 17.00	$ 15,997.00	$ 10.00	$ 9,410.00	$ 7.00	$ 6,587.00	$ 6.00	$ 5,646.00	$ 11.00	$ 10,351.00
2	6" WTR CASING FOR 2" PVC PIPE	266	LF	$ 13.16	$ 3,500.56	$ 15.00	$ 3,990.00	$ 9.00	$ 2,394.00	$ 25.00	$ 6,650.00	$ 9.00	$ 2,394.00
3	SAN SWR 8" SDR-26 PVC PIPE	483	LF	$ 22.36	$ 10,799.88	$ 15.00	$ 7,245.00	$ 17.00	$ 8,211.00	$ 15.00	$ 7,245.00	$ 29.00	$ 14,007.00
4	SAN SWR 6" SDR-26 PVC PIPE	410	LF	$ 18.29	$ 7,498.90	$ 13.00	$ 5,330.00	$ 16.00	$ 6,560.00	$ 13.00	$ 5,330.00	$ 26.00	$ 10,660.00
5	SANITARY SWR MANHOLE	2	EA	$ 3,500.00	$ 7,000.00	$ 3,750.00	$ 7,500.00	$ 3,400.00	$ 6,800.00	$ 2,500.00	$ 5,000.00	$ 4,500.00	$ 9,000.00
6	4" SWR SERVICE CONNECTION	2	EA	$ 1,250.00	$ 2,500.00	$ 1,500.00	$ 3,000.00	$ 800.00	$ 1,600.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00
7	SWR CLEAN OUT	3	EA	$ 500.00	$ 1,500.00	$ 150.00	$ 450.00	$ 200.00	$ 600.00	$ 600.00	$ 1,800.00	$ 450.00	$ 1,350.00
8	2-4" PVC ELECTRICAL CONDUIT	74	LF	$ 16.22	$ 1,200.28	$ 8.00	$ 592.00	$ 10.00	$ 740.00	$ 15.00	$ 1,110.00	$ 16.00	$ 1,184.00
9	PIPE BEDDING AS PER DETAIL SHEET C-8	2,100	LF	$ 3.71	$ 7,791.00	$ 2.25	$ 4,725.00	$ 1.00	$ 2,100.00	$ 4.00	$ 8,400.00	$ 4.00	$ 8,400.00
		TOTAL			**$ 57,787.62**		**$ 42,242.00**		**$ 35,592.00**		**$ 43,181.00**		**$ 60,346.00**
ADD ALTERNATE NO. 5													
1	EXCAVATE, TREAT & REWORK ALL EXISTING ACCESS ROAD SECTION TO ACHIEVE PROPOSED 8" FINISH BASE	1,967	SY	$ 16.27	$ 32,003.09	$ 6.00	$ 11,802.00	$ 12.00	$ 23,604.00	$ 20.00	$ 39,340.00	$ 6.95	$ 13,670.65
2	PRIME COAT (MC-30) ENTIRE BASE OF ACCESS RD AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,706	SY	$ 1.64	$ 2,797.84	$ 2.25	$ 3,838.50	$ 3.50	$ 5,971.00	$ 1.50	$ 2,559.00	$ 1.45	$ 2,473.70
3	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	1,967	SY	$ 4.07	$ 8,005.69	$ 3.50	$ 6,884.50	$ 4.00	$ 7,868.00	$ 5.00	$ 9,835.00	$ 7.45	$ 14,654.15
4	RE-GRADE EXISTING ROAD SIDE DITCH AND EXCAVATE NEW ROADSIDE DITCH WEST TO DISCHARGE POINT	823	LF	$ 4.86	$ 3,999.78	$ 2.50	$ 2,057.50	$ 4.00	$ 3,292.00	$ 10.00	$ 8,230.00	$ 5.85	$ 4,814.55
		TOTAL			**$ 46,806.40**		**$ 24,582.50**		**$ 40,735.00**		**$ 59,964.00**		**$ 35,613.05**
	BASE BID TOTAL				$ 82,099.68		$ 96,687.25		$ 98,292.50		$ 98,298.50		$ 113,156.00
	ADD ALTERNATE NO. 1 TOTAL				$ 18,604.50		$ 23,682.00		$ 21,173.00		$ 25,913.00		$ 24,548.85
	ADD ALTERNATE NO. 2 TOTAL				$ 36,595.00		$ 25,199.00		$ 31,991.50		$ 37,911.00		$ 32,014.30

	HIGHMARK CONSTRUCTION	FRESNO CONST. STFC, INC.	OG CONSTRUCTION	ASAGO, LLC	SAENZ UTILITY CONTRACTORS
ADD ALTERNATE NO. 3 TOTAL	$ 43,592.38	$ 33,557.00	$ 120,137.00	$ 46,228.00	$ 37,654.65
ADD ALTERNATE NO. 4 TOTAL	$ 57,787.62	$ 42,242.00	$ 35,592.00	$ 43,181.00	$ 60,346.00
ADD ALTERNATE NO. 5 TOTAL	$ 46,806.40	$ 24,582.50	$ 40,735.00	$ 59,964.00	$ 35,613.05

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-19-12	8:45 AM	IOC COMPANY	IRAM VILLA	956 522 8696	
7-19-12	9:20 a.m.	High Mark	Joseph AGurra	512-246-8042	
7-23-12	10:15 am	2GS, LLC	Beto GARCIA Jr	956-607-4448	
7-24-12	11:15am	Asago Const.	Raul Iglesias	607-0741	
7-24-12	5:05	Dos Logistics (candelaorganizations@yahoo.com)	Roy Vela	956-968-8300	
7/24/12	4:00	O. G. Construction Co. LLC	Omar Garcia	956-292-0008	
7/25/12	3:00	SAENZ UTILITY	Roberto Rodriguez	956-373-5108	
7/20/12		AmTek Planroom	John Rush	512-323-0588	emailed
7/24/11	3:55	Prodigy C-M	JERRY GARCIA	800-1122	
7/27/2012	8:01	Castle Enterprises	YVONNE Gonzalez YVONNE.Gonzalez@CastleEnterprises.us	800-4144	
07/30/12	8:35	FRESNO CONST. STFC	PACHECO, RICK	381-8875	FRESNOPACHECO@YAHOO.COM
7-30-12	2:[illegible]	E-Con	Eli Gonzalez EGonzalez@E-Conmgr.Net	630-618-[illegible]	

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-30-12	3:05	D&J site Construction Inc.	Mark Goldammer	605-2198	
		mg92867@aol.com			

From:	Martha Salazar
To:	"Joseph Palacios"; "Steve Crain"
Cc:	moises.salazar@co.hidalgo.tx.us; marcos.lopez@co.hidalgo.tx.us; "Chris Trevino"; "Darlene Betancourt"; leticia.saenz@co.hidalgo.tx.us
Subject:	FW: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12
Date:	Wednesday, October 31, 2012 3:32:34 PM
Importance:	High

Mr. Moises:
Please attach this e-mail to agenda item on this matter.
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 31, 2012 3:31 PM
To: 'Rick Pacheco'
Cc: 'Armie'
Subject: RE: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12
Importance: High

We will notify you immediately after Commissioner's Court and advise the time and place to pick-up the original P & P bonds. Thanks,
Marty Salazar

From: Rick Pacheco [mailto:fresnorick65@yahoo.com]
Sent: Wednesday, October 31, 2012 2:46 PM
To: Martha Salazar
Cc: Armie
Subject: Re: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12

Martha Salazar, Mr. Rick Pacheco is an authorized rep. and will accept a mutual agreement to rescind the award of said project # 2012-056C-08-01-MSS Const. of New Mulitipurpose Facitity & Mechanical Shop Civil Site Improvements. Please let me know after commissioner's court agenda meeting next Tuesday,11-06-12 where to pick up P&P bonds.

Thank You.
From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
To: 'Rick Pacheco' <fresnorick65@yahoo.com>; 'Joseph Palacios' <joseph.palacios@co.hidalgo.tx.us>; 'Steve Crain' <scrain@atlashall.com>
Cc: 'Armie' <armie@aol.com>; marcos.lopez@co.hidalgo.tx.us; steven.cruz@co.hidalgo.tx.us; 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>; leticia.saenz@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us
Sent: Wednesday, October 31, 2012 9:23 AM
Subject: RE: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12

Mr. Pacheco:
Let me summarize our conversation and ask for one clarification. I need to confirm that you Rick Pacheco are authorized to accept a mutual agreement to rescind the award to Fresno Construction. Further, you stated that unless we return the original Payment & Performance Bonds, Hidalgo County would be responsible for the payment of said bonds when billed to your company. In addition, I did

explain that I will place the rescission of the award of the bid (referenced subject herein) for the civil site improvements for the now cancelled projected titled New Multipurpose Facility & Mechanical Shop on this next Tuesday's Commissioner's Court agenda of 11-06-12. If you will please clarify and confirm these points by responding to this e-mail, we can proceed to take the steps and return the original bonds to your company, Fresno Construction, next Tuesday, November 6, 2012.

Once again, on behalf of Hidalgo County Commissioner Joseph Palacios and the Purchasing Department, we thank you for your prompt response and cooperation to this matter and project.

Yours truly,
Marty Salazar

From: Rick Pacheco [mailto:fresnorick65@yahoo.com]
Sent: Wednesday, October 31, 2012 11:10 AM
To: Martha Salazar
Cc: Armie
Subject: Re: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12

Martha L. Salazar, Just like to say thanks for allowing Fresno Construction to participate in this project and look forward to bidding other Hidalgo County projects in the future. Please be aware that our Bonding company is wanting all original bid-bonds back on Bid # 2012-056C-08-01-MSS otherwise, billing will be required on thier behalf, which will have to be forwarded to your office. Please advice as to when I can pick up the bid bonds. Again Thank you very much.

Respectfully Submitted,
Larry Downing, V-President
Rick Pacheco, Proj. Estimator
724 W. Monte Cristo Rd.
Edinburg, Texas 78541
956-381-8875

From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
To: FRESNORICK65@YAHOO.COM ; 'Joseph Palacios' <joseph.palacios@co.hidalgo.tx.us>; raul.sesin@co.hidalgo.tx.us
Cc: 'Marcos Lopez' <marcos.lopez@co.hidalgo.tx.us>; steven.cruz@co.hidalgo.tx.us; 'Chris Trevino' <chris.trevino@co.hidalgo.tx.us>; 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>; 'Oscar Garza' <oscarg.garza@co.hidalgo.tx.us>; moises.salazar@co.hidalgo.tx.us; 'Leticia Saenz' <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, October 30, 2012 1:50 PM
Subject: Bid #2012-056C-08-01-MSS-Construction of a New Multipurpose Facility & Mechanical Shop Civil Site Improvements Awarded by CC 9-25-12

Mr. Larry Downing:

Pursuant to action taken by Hidalgo County Commissioner's Court today, Tuesday, October 30, 2012, all proposals ranked and/or received for the Construction of a New Multipurpose Facility & Mechanical Shop" have been rejected. The project in its present form has been cancelled. Therefore, given this action and decision the pending contract (as yet not approved by Commissioner's Court) for the Civil Site Improvements awarded to Fresno Construction will not move forward.

Given these circumstances and action to cancel the project, we ask that Fresno

Construction acknowledge a mutual agreement for Hidalgo County Commissioners Court to rescind the action taken on 9-25-12 to award the subject project referenced herein (Civil Site Improvements). Obviously, Civil Site Improvements are not necessary if a structure is not going to be constructed.

Please respond to this request by e-mail no later than 5:00 pm, Wednesday, October 31, 2012 so as to place on next week's Commissioners Court meeting of Tuesday, November 6, 2012.

We want to thank you for participation in Hidalgo County 's procurement process. We encourage and look forward to your active and continued involvement in Hidalgo County projects in the future.

Yours truly,
Marty Salazar

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Evaluators	Javier Hinojosa Engineering	Quintanilla, Headley & Associates, Inc.	Rodriguez Engineering
Evaluator 1	98	93	90
Rank	1	2	3

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Javier Hinojosa Eng. for the provision of professional services for "Road & Bridge Projects and Drainage Improvement Project," for Hidalgo County Precinct #3.

D. **Pct. 4**

1. AI-34954 a. Accept or reject the final negotiations with the number one (1) ranked proposer, O. G. Construction, Co., LLC for a "New Multipurpose Facility and Mechanical Shop" to be built on site at Precinct #4 property in the amount of $770K and proceed to the contract document phase of the procurement process; and, if necessary,

b. Authority to reject all proposals received and/ or ranked and cancel the project as titled so as to modify and include as a component for constructing a multi-purpose concept facility on Pct. #4 property (as other precincts) that provide space for other elected offices, departments, programs, agencies, etc. (i.e. District Clerk Document Storage, Constable Offices, Pct. Adm., J.P.s, etc.) for which funding is to be sought and secured.

E. **Health & Human Services Dept.**

1. AI-34530 Recommending bid award and approval of contract document to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: Hidalgo County-"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" - RFB No: 2012-173-09-26-YZV

21. **Open Forum**

22. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-34897** Claim of Jesus Perez

D. **AI-34907** Claim of Maria Lozoya

E. **AI-34909** Norma Hernandez dba CVS Services

F. **AI-34982** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Rainforest.

AI-34954 **Purchasing Department 20. D. 1.**
CC REGULAR
Meeting Date: 10/30/2012
Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Accept or reject the final negotiations with the number one (1) ranked proposer, O. G. Construction, Co., LLC for a "New Multipurpose Facility and Mechanical Shop" to be built on site at Precinct #4 property in the amount of $770K and proceed to the contract document phase of the procurement process; and, if necessary,

b. Authority to reject all proposals received and/ or ranked and cancel the project as titled so as to modify and include as a component for constructing a multi-purpose concept facility on Pct. #4 property (as other precincts) that provide space for other elected offices, departments, programs, agencies, etc. (i.e. District Clerk Document Storage, Constable Offices, Pct. Adm., J.P.s, etc.) for which funding is to be sought and secured.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 10-26-12

Program	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

OG Final Offer -CSP Pct4 Multi Prps Mech Shop
CC Agenda OG Constr Ranked 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2012 03:33 PM
Budget & Management	Merlen P. Munoz	10/25/2012 03:41 PM
Manuel Chapa	Manuel Chapa	10/26/2012 09:37 AM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Marty Salazar Started On: 10/25/2012 01:18 PM
Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-140-05-29

THIS AGREEMENT is made effective the **29th** day of **May, 2012** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **Raba Kistner Consultants, Inc.** of McAllen, Texas ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "**Professional** Laboratory Services" **"Construction Materials Testing"** for the **"Design and Construction of a New Multi Purpose Facility/Mechanical Shop"** at **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Laboratory".

2. **Term.** This Agreement is effective **May 29, 2012**, and will expire **May 28, 2013** or upon completion of the project, unless sooner terminated as provided herein. The Laboratory

immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. **Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 5-29-12

LABORATORY:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name: Martin Villa Vila MV 6/15/12

Title: P.E., F. ASCE/Senior VP

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: *May 29*, *2012*

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

APPROVED

AI-32403 **Purchasing Department** **18. B. 2.**
CC REGULAR
Meeting Date: 05/29/2012
Department Head: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "professional engineering services" agreement with RABA KISTNER CONSULTING, INC. for the provisios of "Construction Material Testing" in connection to a job specific project:"NEW MULTI PURPOSE FACILITY at PRECINCT NO. 4".

BACKGROUND

Prof Engineering Services Agreement-Raba Kistner Consulting, Inc. (job specific)-Pct 4

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-078-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 5-24-12 $79,799.25

Attachments

email approval as to form by legal
C-12-140-05-29-Raba Kistner Consulting Inc-Pct 4(job specific)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:46 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:03 PM
Manuel Chapa	Manuel Chapa	05/24/2012 04:32 PM
Auditor's Office	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Letty Saenz Started On: 05/16/2012 02:59 PM
Final Approval Date: 05/25/2012

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 29, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. ✓ **Roll Call** – all present Guerra) (not present)
2. ✓ **Pledge of Allegiance**
3. ✓ **Prayer**
4. ✓ **Approval of Consent Agenda** – no concerns
5. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-32442** Requesting approval of claim/invoice from City of Edinburg in the amount of $22,708.80 for the months of October 2011 thru March 2012 through PO #675044 and $3,784.80 for April 2012 in connection with rental of the council chambers with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

approved

C. **AI-32512** Texas AgriLife Extension:

approved

1. Requesting permission for Christina L. Perez to travel to Lubbock, Texas to attend the 2012 Texas 4-H Round-up on June 10-15, 2012
2. Requesting permission for Barbara Storz to travel to Corpus Christi, Texas

approved

B. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $47,131.22 (Labor Reimbursements - January & February 2012).

18. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

B. Pct. 4

1. AI-32325 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services Providers as required by Precinct No. 4 ,

Evaluators	Dos Logistics, Inc	Quintanilla, Headley and Associates	SAMES Engineering
Evaluator 1	99	95	94
Ranked	1	2	3

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Dos Logistics, Inc for: the provision of professional services ("On Call")and on as needed basis by Hidalgo County Precinct #4.

2. AI-32403 APPROVED Requesting approval of a "professional engineering services" agreement with RABA KISTNER CONSULTING, INC. for the provisios of "Construction Material Testing" in connection to a job specific project:"NEW MULTI PURPOSE FACILITY at PRECINCT NO. 4".

Correct approved as per daily corrections

C. Colonia Access Program Pct. 3

1. AI-32350 approved Recommendation by project engineer Javier Hinojosa Engineering to Hidalgo County Commissioners Court to award to lowest bidder meeting all specifications: GP7 Construction, LLC in the amount of $163,402.20 for Bid No. CAP-12-090-04-11-YSI "Road & Drainage Construction for La Homa Road Subdivision."

2. AI-32374 approved a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 3 Round III-B BCAP Projects.

Firm	L & G Engineering Laboratory	EarthCo	Terracon
Evaluator 1	94	67	86
Ranking	1	3	2

c. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of L+L Eng. for the provision of construction material testing services for Pct 3 Round III-B BCAP Projects (Ramirez,

AI-35136 **Purchasing Department** **19. E. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Final AIA Document A101 form of Agreement between Hidalgo County-Owner and HighMark Construction, LLC, awarded contractor in the amount of $465K for the project: Hidalgo County "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"-C-12-021A-09-25.

BACKGROUND

Award Date: 09/25/12 (AI No. 34372)
Project Amount: $465,000.00

AIA Agreement has been approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-0-350-001-2-720

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available through PO#681804 in the amount of $465,000.00 as of 11/9/12 for Highmark Construction Co. LLC.

Attachments

AIA Contract -HighMark -Renov to WIC Clinic Edg -approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 04:54 PM
Budget & Management	Merlen P. Munoz	11/09/2012 08:22 AM
Erika Zamora	Erika Zamora	11/09/2012 11:39 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Moises Salazar Started On: 11/06/2012 03:07 PM

Final Approval Date: 11/09/2012

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

C-12-021A-09-25

AGREEMENT made as of the 25th day of September in the year 2012
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539
and the Contractor:
(Name, legal status, address and other information)

Highmark Construction Company, LLC
2016 South 45th Street
McAllen, Texas 78503
P (956) 451-3274
F (956) 664-2359

for the following Project:
(Paragraph deleted)
Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

The Architect:
(Name, legal status, address and other information)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
P (956) 682-3677
F (956) 686-1822

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (808864323)

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be stated on the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: DELETED..

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

Init.
/

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User Notes:
(1413769033)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Sixty Five Thousand Dollars and Zero Cents ($465,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance
N/A

TOTAL AMOUNT N/A

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

Init. /

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User Notes: (1413769033)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, , and Architect may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. .

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Zero Percent (0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero Percent (0%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 Construction, as modified by Owner and attached hereto as Exhibit "C".

N/A

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007 attached hereto as Exhibit "C".
N/A

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

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User Notes:

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all** of Contractor's **bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",** the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C"..

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)
§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and Hidalgo County WIC Department, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.
3105 East Richardson Road
Edinburg, Texas 78539

§ 8.4 The Contractor's representative:
(Name, address and other information)

Highmark Construction Company, LLC

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User Notes: (1413769033)

2016 South 45th Street
McAllen, Texas 78503
P (956) 451-3274
F (956) 664-2359

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor",

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda to the Request for Bid (RFB) Procurement Package if any:

Number	Date	Pages
1	June 29, 2012	11
2	July 5,2012	21
3	July 10, 2012	11

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

Init.
/
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User Notes: (1398164848)

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit "A" Bid Form and Addendums
2. Exhibit "B" Project Manual (Specifications)
3. Exhibit "C" AIA A201-2007, as modified by the Owner.
4. Exhibit "D" Notice to Proceed
5. Exhibit "E" Certificate of Insurance
6. Exhibit "F" Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit "")**.*

Type of insurance or bond	**Limit of liability or bond amount ($ 0.00)**
Performance Bond	$465,000.00

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY	**HIGHMARK CONSTRUCTION, LLC**
By:	**By:**
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Ramon Garcia, County Judge	Carlo R. Cantu, C.E.O.
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
ATLAS, HALL & RODRIGUEZ, LLP	
By:	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

Init.
/
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EXHIBIT "A"

BID PAGE

HIDALGO COUNTY
"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"
BID NO.: 2012-021A-07-03-MSS

OPENED
3:09
7-11-12
Witnessed

BASE BID SCOPE OF WORK DESCRIPTION:
PROVIDE BASE BID FOR THE RENOVATIONS OF THE EXISTING AREA OF THE W.I.C. CLINIC/OFFICES AS WELL THE ADDITIONS TO THE EXISTING BUILDING PER THE CONTRACT DOCUMENTS.

BASE BID PRICE: $ 465,000.00

ALTERNATE BID NO. 1 SCOPE OF WORK DESCRIPTION:
PROVIDE EXTERIOR REPAINTING OF THE EAST HALF OF THE EXISTING BUILDING TO MATCH THE WEST HALF AND NEW CONSTRUCTION.

ADD ALTERNATE NO. 1 PRICE: $ 3,500.00

BIDDER/COMPANY NAME: Highmark Construction Co. LLC

ADDRESS: 2016 S. 45th ST. H

CITY/STATE/ZIP CODE: Mc Allen, TX. 78503

PHONE & FAX NO.'S: 956-451-3274 / 956-664-2359

CELLULAR & BEEPER NO.'S: " "

AUTHORIZED SIGNATURE:

PRINTED NAME: CARLO R. CANTU

TITLE: CEO

PURCHASING DEPARTMENT
County Of Hidalgo

June 29, 2012

RE: ADDENDUM NO.1
FOR BID No.:2012-021A-07-03-MSS
"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY** request for bid for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"**.

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday, July 2, 2012 at 5:00 P.M. via fax to (956) 686-1822 or via e-mail mayra@rgvrepro.com .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 682-3677.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

June 29, 2012

"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"
Bid No.: 2012-021A-07-03-MSS
Proposed Bid Opening Date: July 3, 2012

Please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **2012-021A-07-03-MSS** that the following changes be made a part of your bid packet.

1. **The bid date has been changed from July 3, 2012 at 3:00 p.m. to July 11, 2012 at 3:00 p.m.**

2. The floor plan has been reduced in order to reduce the project cost. Please find the following revised drawings attached herewith: A1.1, A1.3, S1.1, S1.2, S1.3, S1.4, S2.1, S3.1, SD1.1

All Bid sealed envelopes shall be identified with the correct project No. **Bid: 2012-021A-07-03-MSS**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, June 29, 2012, for Bid-**2012-021A-07-03-MSS** - **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"**

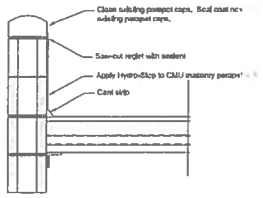
_____ _____

Printed Bidder Name Date

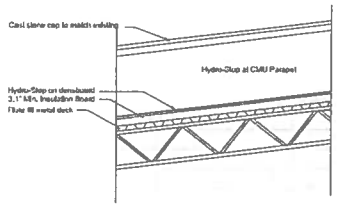
_____

Company Name

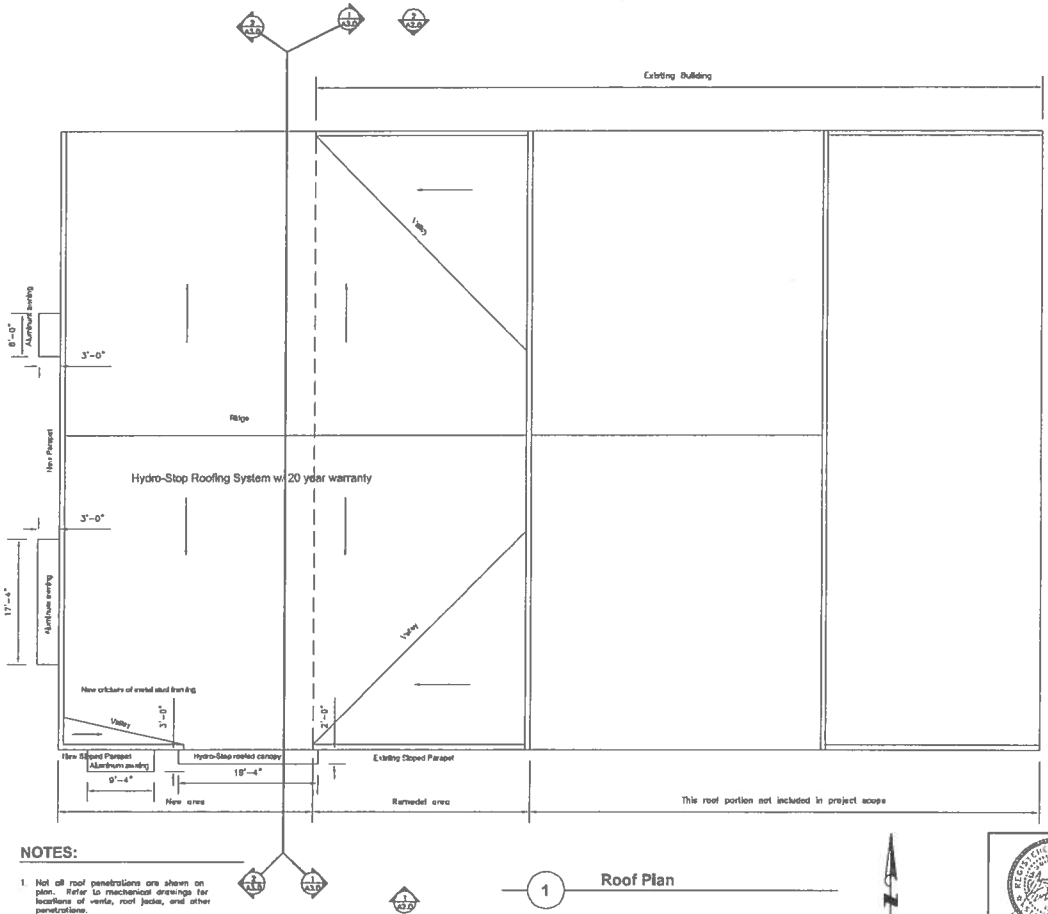
NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE, IN ORDER TO COMPLETE PROJECT PACKET.



3 **Roof Detail at Parapet**



2 **Typical Roof Detail**



Aluminum awnings above windows by Bowman Awning Co. or approved equal

1 **Roof Plan**

NOTES:

1. Not all roof penetrations are shown on plan. Refer to mechanical drawings for locations of vents, roof jacks, and other penetrations.
2. Refer to roof details on this sheet and building sections sheet A3.0 for typical roof details.
3. Refer to specifications for additional roof construction information.
4. At all exterior CMU walls, fill all voids with Core-Fill 500 or approved equal product.
5. Provide a complete roofing system with deck, insulation and all components needed for a complete industry standard project meeting all applicable code requirements.

01/25/13	IFB			SAM
06/04/13	Change to TF-DO-06316			CEMC
DATE	REVISION	CHK	MANUL	APVD

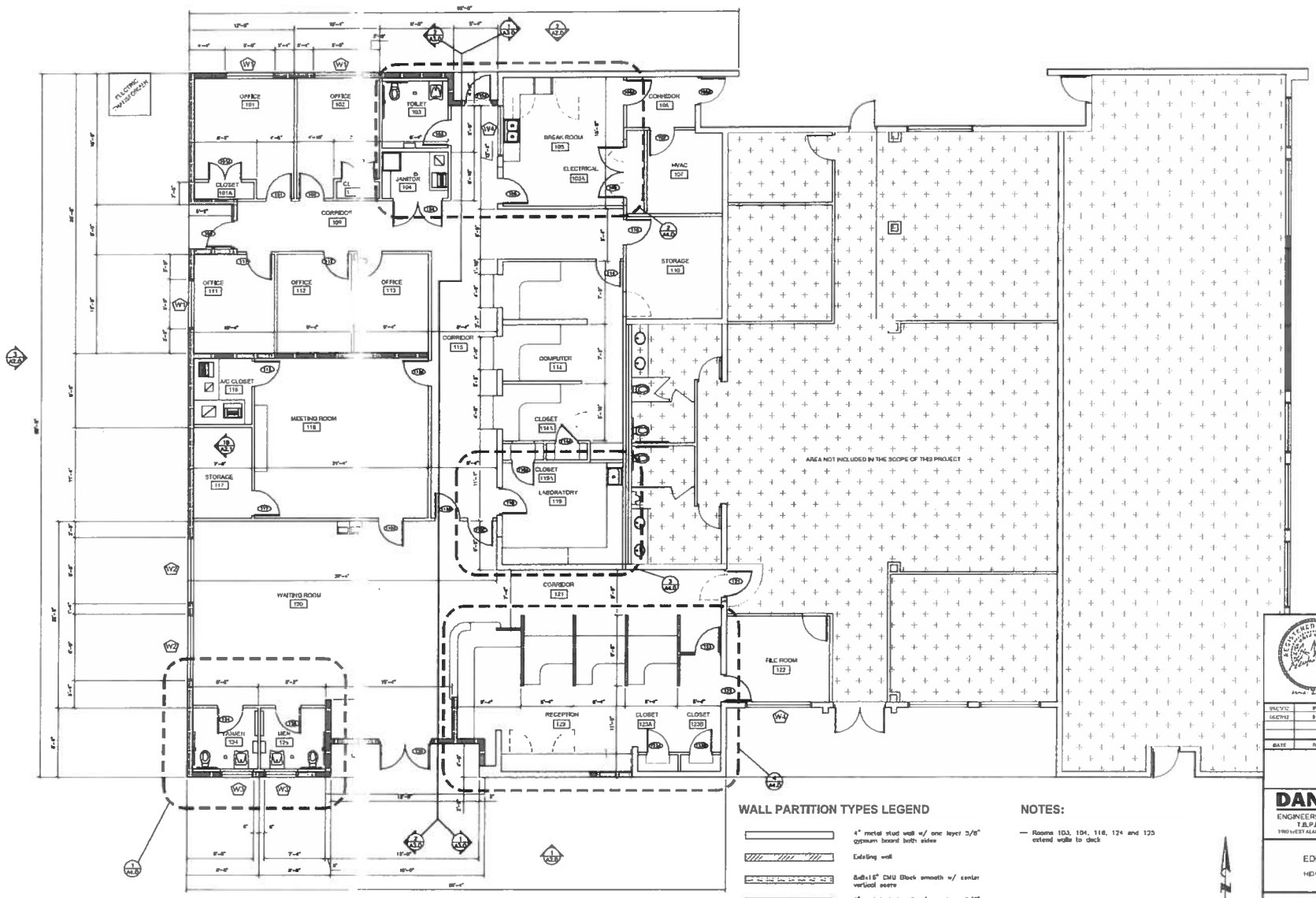
DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #8995
3100 WEST ALABAMA HOUSTON, TEXAS 77098 (713) 529-0500

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

ROOF PLAN

DESIGNED: CEM	DATE: JUNE 2013	SHEET NO.: A1.2
DRAWN BY: CEM		
APPROVED: RDB	SCALE: 3/16" = 1'-0"	JOB NO.: A12-01

G:\15494525-010\drawings\A1.3r Roof Plan.dwg Jun 29,2012-4:50pm steve.mcgarrough



WALL PARTITION TYPES LEGEND

- 4" metal stud wall w/ one layer 5/8" gypsum board both sides
- Existing wall
- 8x8x16" CMU Block smooth w/ center vertical core
- 4" metal stud wall w/ one layer 5/8" gypsum board both sides and acoustic insulation

NOTES:

— Rooms 103, 104, 116, 124 and 125 extend walls to deck

1 Floor Plan

DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #00535

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

FLOOR PLAN

DATE: JAN 25, 2012 SHEET NO. A1.0

G:\1540\1525-401\Drawings\A1.1 Floor Plan.dwg Jun 29, 2012-4:47pm steve_mcgarraugh

GENERAL NOTES

CONTRACTOR TO REVIEW ALL GENERAL NOTES PRIOR TO SUBMITTING A BID.

GENERAL NOTES

1. THESE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CHIMNEYS, POLES, ETC. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR THE ENGINEER DO NOT INCLUDE INSPECTION OF THE ABOVE AND BELOW ITEMS.
2. ALL CONSTRUCTION AND QUALITY OF MATERIALS SHALL COMPLY WITH THE GOVERNING BUILDING CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS & ELEVATIONS, TOLERANCES AND CONDITIONS AT THE JOB SITE BEFORE COMMENCEMENT OF WORK AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES OR OMISSIONS TO THE ARCHITECT AND ENGINEER IN WRITING BEFORE PROCEEDING WITH THAT PORTION OF THE WORK. ANY OMISSION OR CONFLICT BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK SO ANALYZED.
4. IN CASE OF CONFLICT, NOTES AND DETAILS ON THE BALANCE OF THE DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DRAWINGS TAKE PRECEDENCE OVER SPECIFICATIONS.
5. WHERE CONSTRUCTION DETAILS ARE NOT SPECIFICALLY SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAILS SHOWN FOR SIMILAR CONDITIONS AND MATERIALS. WHERE SUFFICIENTLY SIMILAR WORK IS NOT SHOWN THE ENGINEER SHALL BE CONSULTED FOR CLARIFICATION.
6. EACH SUBCONTRACTOR IS CONSIDERED AN EXPERT IN HIS/HER RESPECTIVE FIELD AND SHALL PRIOR TO THE SUBMISSION OF A BID OR PERFORMANCE OF WORK, NOTIFY THE GENERAL CONTRACTOR, ARCHITECT, ENGINEER OR OWNER, IN WRITING OF ANY WORK CALLED OUT ON THE DRAWINGS IN HIS/HER TRADE THAT CANNOT BE GUARANTEED OR PERFORMED AS INDICATED.
7. THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL AND ELECTRICAL EQUIPMENT AS TO WEIGHTS AND EXACT LOCATIONS, WITH STRUCTURAL SUPPORTS IN THE EVENT THAT THE PURCHASED EQUIPMENT DEVIATES IN WEIGHT AND LOCATION FROM THOSE INDICATED ON THE PLANS, THE ARCHITECT AND ENGINEER MUST BE NOTIFIED AND APPROVAL OBTAINED PRIOR TO INSTALLATION.
8. THIS STRUCTURE IS DESIGNED AS A STABLE UNIT AFTER ALL COMPONENTS ARE IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY BRACING AS REQUIRED TO INSURE THE VERTICAL AND LATERAL STABILITY OF THE ENTIRE STRUCTURE OR ANY PORTION THEREOF DURING CONSTRUCTION.
9. NEITHER THE OWNER NOR THE ARCHITECT NOR THE ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, ERECT, SUPERVISE AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
10. TRADE NAMES AND MANUFACTURERS REFERRED TO ARE FOR QUALITY STANDARDS ONLY. SUBSTITUTIONS WILL BE PERMITTED AS APPROVED BY THE ENGINEER.
11. ANY OPTIONS OR APPROVED SUBSTITUTIONS ARE FOR CONTRACTORS CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COSTS INCLUDING FEES FOR REDESIGN BY THE ENGINEER, AND COORDINATION WITH ALL ITEMS THAT THE SUBSTITUTIONS MAY IMPACT.
12. THE ARCHITECT AND ENGINEER ARE TO BE NOTIFIED IN WRITING WHEN CONSTRUCTION AT THE SITE BEGINS.
13. ANY QUESTIONS RELATED TO INTERPRETATION OR INTENT OF THESE DRAWINGS SHALL BE REFERRED TO THE ENGINEER.
14. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY EXISTING UNDERGROUND OR CONCEALED CONDUIT, PLUMBING, OR OTHER UTILITIES PRIOR TO BEGINNING ANY WORK.
15. PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL NOT BE PLACED IN BEAMS OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC. UNLESS NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.

STRUCTURAL OBSERVATIONS

1. JOB SITE OBSERVATIONS BY THE PROFESSIONAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONSIST OF VISUAL OBSERVATION OF MATERIALS, EQUIPMENT OR CONSTRUCTION WORK FOR THE PURPOSE OF DETERMINING THAT THEY ARE IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS AND WITH THE DESIGN INTENT.
2. SUCH OBSERVATIONS SHALL NOT BE RELIED UPON BY OTHERS AS ACCEPTANCE OF THE WORK, NOR SHALL IT BE CONSTRUED TO RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS OBLIGATIONS AND RESPONSIBILITIES UNDER THE CONSTRUCTION CONTRACT.
3. SPECIFICALLY BUT WITHOUT LIMITATION, OBSERVATIONS BY THE DESIGN PROFESSIONAL SHALL NOT INCLUDE THE DESIGN PROFESSIONAL TO ASSUME RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTION, NOR FOR SAFETY ON THE JOB SITE, NOR FOR ITEMS NOT INSTALLED OR IMPROPERLY INSTALLED BY THE CONTRACTOR OR HIGHER SUBCONTRACTORS.
4. NOTIFY ENGINEER 48 HOURS IN ADVANCE WHEN A STRUCTURAL OBSERVATION IS REQUIRED

5. CONSTRUCTION STAGE	REQUIRED
BEFORE PLACEMENT OF CONCRETE FOR SLAB/FOUNDATION	X
BEFORE PLACEMENT OF FOUNDATION OF CMU & BRICK WALL	X
AFTER FRAMING OF ROOF STRUCTURE BUT BEFORE PLACEMENT OF ROOFING MATERIAL.	X

OPEN WEB STEEL JOISTS

1. ALL STEEL FOR JOISTS SHALL CONFORM TO THE STEEL JOIST INSTITUTE REQUIREMENTS FOR K SERIES OPEN WEB JOISTS AND SHALL BE OF STEEL HAVING A MINIMUM YIELD STRENGTH OF 50,000 PSI YIELD POINT.
2. ALL STEEL JOISTS SHALL RECEIVE MANUFACTURER'S STANDARD BASE PAINT, APPLIED BY DIPPING OR SPRAYING, BEFORE LEAVING THE SHOP.
3. ALL STEEL JOISTS BEARING ON STEEL SHALL HAVE A MINIMUM 2 1/2" BEARING LENGTH AND SHALL BE WELDED TO THE STEEL WITH 2 WELDS AT EACH ENDS, EACH 2 1/2" LONG. JOIST BEARING LESS THAN 2 1/2" SHALL BE DESIGNED BY THE JOIST SUPPLIER TO REDUCE THE INCREASED STRESS. THE JOIST SUPPLIER SHALL SPECIFY SPECIAL JOIST SEATS AND ANCHORAGE REQUIREMENTS FOR DEPICTED BEARING.
4. PROVIDE 2"x2"x1/4" ANGLE BOTTOM CHORD EXTENDS AT STEEL JOIST END AT COLUMN LINES OR AT JOIST NEAREST COLUMN LINES.
5. CHECK ARCHITECTURAL PLANS IF BOTTOM CHORD EXTENSIONS ARE REQUIRED.
6. BOTTOM CHORD EXTENDED ENDS SHALL NOT BE WELDED UNTIL SYSTEM HOOF HAS BEEN COMPLETELY INSTALLED.
7. ROOF TOP AC UNITS SHALL HAVE AN OPERATING WEIGHT NOT TO EXCEED 680 LBS AND SHALL BE LOCATED OVER A MINIMUM OF 2 JOISTS. ROOF TOP UNITS WEIGHING MORE THAN 680 LBS. SHALL BE LOCATED AS SHOWN ON THE MECHANICAL PLANS.
8. STEEL JOISTS TO BE DESIGNED FOR PERIMETER DUCTWORK OVERHANG.
9. ALL STEEL JOISTS SHALL BE MANUFACTURED AND DESIGNED BY VULCRAFT OR BAR, UNLESS OTHERWISE APPROVED AT THE ENGINEER'S TO BE APPROVED BY THE ENGINEER OF RECORD. THE MANUFACTURER SHALL BE CERTIFIED BY THE STEEL JOIST INSTITUTE (SJI) TO MANUFACTURE STEEL JOISTS COMPLYING WITH SJI STANDARD SPECIFICATIONS AND LOAD TABLES.
10. PROVIDE ANGLES FOR SUPPORT AROUND OPENINGS AT METAL DECK.
11. STEEL JOIST SUPPLIER TO VERIFY THAT THE SPECIFIED JOIST MEETS ALL THE MINIMUM REQUIREMENTS OF SJI BEFORE PROVIDING A BID.
12. JOIST MANUFACTURER TO VERIFY THE MINIMUM ROW OF BRIDGING AND DIAGONAL SIZE, AS REQUIRED BY SJI.
13. JOIST MANUFACTURER TO PROVIDE SINGLE ANGLE BRIDGING ANCHOR OR BRIDGING ANGLE CLIP FOR ENDS OF BRIDGING TERMINATING AT WALLS OR BEAMS INCLUDING ANCHORS.
14. MECHANICAL EQUIPMENT: SEE ARCHITECTURAL & MECHANICAL PLANS. PIPES AND MECHANICAL EQUIPMENT SHALL BE SUPPORTED BY THE TOP CHORD OF THE STEEL JOISTS ONLY.
15. WHERE STEEL JOIST PASS THROUGH CMU WALLS, PROVIDE HALF INCH GAP BETWEEN THE CMU AND STEEL JOIST. PROVIDE ELASTOMERIC MATERIAL BETWEEN THE STEEL JOIST AND CMU. FIRE PROOF ELASTOMERIC MATERIAL WHERE REQUIRED.
16. PROVIDE CLOSURE ANGLE 3x3x3/8 AT ALL PERIMETER CONDITIONS TO FRAME OUT ALL ROOF PENETRATIONS UNLESS NOTED OTHERWISE.
17. IN ADDITION TO THE LOADS IN THE DESIGN CRITERIA SECTION, DESIGN THE STEEL JOIST WITH A 300# CONCENTRATED LOAD AT THE END OF THE JOIST AND A 500# CONCENTRATED LOAD AT MID SPAN OF THE JOIST. (THESE TWO LOADS DO NOT ACT CONCURRENTLY)
18. DESIGN JOIST UNDER ROOF TOP UNITS WITH LOADS INDICATED ON DRAWINGS AND DESIGN CRITERIA. STEEL JOIST MANUFACTURER TO PROVIDE STEEL JOIST SIZE, MAX. JOIST DEPTH TO BE AS SHOWN ON PLANS. DESIGN JOIST FOR 1#/SQ. (MECHANICAL WEIGHT + DEAD LOAD ONLY). COORDINATE OPENINGS WITH MECHANICAL PLANS.

DESIGN CRITERIA

1. DESIGN LOADS, STRUCTURAL ANALYSIS AND PREPARATIONS OF STRUCTURAL MEMBERS IS BASED UPON THE FOLLOWING CRITERIA:
2. CODE: IBC 2006
3. LATERAL LOADS
   - A. WIND SPEED (3s) (ASCE 7-05): 110 MPH
   - B. EXPOSURE CATEGORY: C
   - C. IMPORTANCE FACTOR: 1.00
   - D. BUILDING CATEGORY: II
   - E. SEISMIC DESIGN CATEGORY: A
   - F. SITE CLASS: D
4. VERTICAL LOADS

ROOF:	
A. DEAD LOAD	23 PSF
B. LIVE LOAD (REDUCIBLE)	20 PSF
C. PONDING	0 PSF
D. GROUND SNOW LOAD	0 PSF
E. CRANE LOADS	NONE
F. MECHANICAL UNITS	SEE PLANS

G. NET WIND UPLIFT LOAD SHALL BE THE DESIGN WIND PRESSURE LESS (SEE TABLE ON DESIGN WIND PRESSURE): 18 PSF

5. SUBSURFACE INFORMATION

A. PREPARED BY	L&G Engineering Laboratories, LLC
PROJECT NO.	DL11871
DATE	SEPT 7, 2011
B. SHALLOW FOUNDATION	
MINIMUM FOOTING DEPTH	24 INCHES
MINIMUM FOOTING WIDTH	12 INCHES
ALLOWABLE BEARING PRESSURE (CONTINUOUS FOOTINGS)	2000 PSF
ALLOWABLE BEARING PRESSURE (ISOLATED FOOTINGS)	2500 PSF
WIRE REINFORCEMENT INSTITUTE, INC. CERTIFICATE	
CLIMATIC RATING (CW)	10
EFFECTIVE PLASTICITY INDEX	15
PVR (WITH SITE IMPROVEMENT)	<1 INCHES

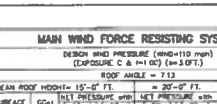
DESIGN WIND PRESSURE

MAIN WIND FORCE RESISTING SYSTEM

DESIGN WIND PRESSURE (WIND=110 mph)
(EXPOSURE C & h=1.00') (h=3.0FT.)

ROOF ANGLE = 7.13

MEAN ROOF HEIGHT = 15'-0" FT.		= 20'-0" FT.			
SURFACE	GC_{pi}	NET PRESSURE, with $(+GC_{pi})$		NET PRESSURE, with $(-GC_{pi})$	
		(+) psf	(-) psf	(+) psf	(-) psf
1	0.55	7.85	11.89	8.29	16.02
2	-0.88	-19.67	-11.43	-20.82	-12.06
3	-0.48	-14.77	-6.11	-15.84	-7.11
4	-0.43	-13.85	-5.60	-14.45	-5.83
1E	0.80	13.88	21.83	14.99	23.21
2E	-1.07	-27.96	-18.53	-29.63	-21.08
3E	-0.69	-19.67	-11.41	-20.82	-12.06
4E	-0.64	-18.35	-10.29	-19.43	-10.82
5	-0.45	-14.10	-6.04	-14.83	-6.40
6	-0.45	-14.10	-6.04	-14.83	-6.40



COMPONENTS & CLADDING

DESIGN WIND PRESSURE (WIND=110 mph)
(EXPOSURE C AT h=1.00') (h=3.0FT.)

MEAN ROOF HEIGHT =		15'-0" FT.		20'-0" FT.	
EFFECTIVE WIND AREA (sf)	ZONE	ROOF 7 TO 27 DEGREES (psf)		ROOF 7 TO 27 DEGREES (psf)	
10	1	15.20	-24.23	15.90	-25.80
20	1	15.10	-23.50	14.90	-24.80
50	1	11.90	-23.49	12.60	-23.70
100	1	10.70	-21.90	11.40	-21.90
10	2	13.20	-43.10	13.90	-44.50
20	2	14.10	-37.60	14.90	-39.60
50	2	11.90	-34.20	12.60	-36.30
100	2	10.70	-30.80	11.40	-33.10
10	3	15.20	-82.70	15.10	-83.90
20	3	14.10	-57.70	14.90	-61.10
50	3	11.90	-53.90	13.60	-56.40
100	3	10.70	-48.60	11.40	-51.70
10	4	26.40	-28.63	28.00	-30.30
20	4	25.30	-27.50	26.80	-29.10
50	4	24.20	-26.30	25.60	-27.70
100	4	23.20	-24.73	23.70	-25.80
10	5	26.40	-39.49	28.00	-27.40
20	5	25.30	-33.10	26.80	-29.10
50	5	24.20	-26.80	25.60	-31.50
100	5	23.20	-27.50	23.50	-29.10



SHOP DRAWINGS AND SUBMITTALS

1. SHOP DRAWINGS SHALL BE PREPARED AND SUBMITTED FOR REVIEW TO THE ARCHITECTURAL ENGINEER FOR EACH ARCHITECTURAL BUILDING MATERIAL AS INDICATED IN THE STRUCTURAL GENERAL NOTES AND THE CONTRACT SPECIFICATIONS. SEE THE CONTRACT SPECIFICATIONS FOR SUBMITTAL PROCEDURES AND ADDITIONAL INFORMATION.
2. SHOP DRAWINGS SHALL USE DRAFTING LINE WORK AND LETTERING THAT IS CLEARLY LEGIBLE. SHOP DRAWINGS SHALL NOT CONTAIN TEXT INSTRUCTIONS OF THE CONTRACT DRAWING PLANS OR DETAILS.
3. SUBMIT ONE REPRODUCIBLE MYLAR AND ONE COPY OF EACH SHOP DRAWING.
4. SHOP DRAWINGS SHALL NOT SHOW MATERIAL OF LESS THAN ONE LEVEL OF THE SAME PLAN.
5. SHOP DRAWINGS SHALL SHOW ITEMS AND CONNECTIONS IN INFORMATION FOR THE FABRICATION OF STEEL SHEETS AND/OR MATERIAL LISTS, AND ERECTION PLAN.
6. ALLOW A MINIMUM OF (7) WEEKS FOR ENGINEER'S REVIEW OF SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PREPARED BY THE SUB-CONTRACTOR AND COORDINATE SHOP DRAWINGS WITH ALL OTHER TRADES PRIOR TO SUBMITTING THEM FOR ENGINEER REVIEW.
8. CONTRACTOR SHALL ANSWER ALL QUESTIONS OR CLARIFICATIONS BY THE SUB-CONTRACTOR BEFORE SUBMITTING TO ENGINEER FOR REVIEW. ANY QUESTIONS THAT THE CONTRACTOR CANNOT ANSWER WITH THE INFORMATION ON THE DRAWINGS SHALL CLEARLY BE MARKED FOR THE ENGINEER FOR REVIEW.
9. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS. SEE NOTE NUMBER 3 UNDER GENERAL NOTES.
10. REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS FOR GENERAL CONFORMANCE TO THE STRUCTURAL DRAWINGS. APPROVAL OF THE SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEF THE CONTRACTOR FOR ANY ERRORS IN DIMENSIONS OR MATERIALS INDICATED ON THE SHOP DRAWINGS.
11. IF THERE IS ANY DISCREPANCY BETWEEN THE STRUCTURAL DRAWINGS AND SHOP DRAWINGS, THE INFORMATION SHOWN ON THE STRUCTURAL DRAWINGS GOVERN. INFORMATION THAT IS NOT INDICATED ON THE SHOP DRAWINGS SHALL BE OBTAINED FROM THE STRUCTURAL DRAWINGS.
12. PROVIDE SUBMITTALS FOR THE FOLLOWING ITEMS:

ITEM	REQUIRED
A. CONCRETE MIX DESIGN	X
B. CURING COMPOUND FOR CONCRETE	X
C. REINFORCING STEEL	X
D. STRUCTURAL STEEL	X
E. STEEL JOISTS	X
F. METAL DECKING (INDICATE LAYOUT AND TYPES OF DECK PANELS, ANCHORAGE DETAILS, REINFORCING CHANNELS, PANEL DECK OPENINGS, SPECIAL CUTTING, ACCESSORIES AND ATTACHMENTS TO OTHER CONSTRUCTION.)	X
G. MORTAR MIX DESIGN	X
H. GROUT MIX DESIGN	X
I. MASONRY ASSEMBLAGE	X
J. PRE-MANUFACTURED METAL BUILDING (INCL. SIDE GIRTS & REACTIONS)	N/A

REINFORCING STEEL

1. BAR REINFORCEMENT SHALL CONFORM TO THE FOLLOWING GRADES OF ASTM ARTS, INCLUDING SUPPLEMENT S1: GRADE 40 - #3 AND SMALLER; GRADE 60 - #4 AND LARGER.
2. DETAILS OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH CHAPTER 7 OF THE AMERICAN CONCRETE INSTITUTE (ACI) 315, UNLESS OTHERWISE NOTED.
3. TYPICAL REINFORCEMENT SHALL BE TIED AND PINNED IN POSITION AT THE TOP AND BOTTOM AND AT INTERMEDIATE LOCATIONS, SPACED NOT GREATER THAN 48 INCHES O.C.
4. EXPOSED STEEL WORK SHALL RECEIVE GENERAL CONDITION AS NOTED ABOVE.
5. LAPS OF WELDED STEEL WIRE FABRIC AT SPLICES SHALL BE NOT LESS THAN 12 INCHES.
6. WALLS, PILASTERS, COLUMNS SHALL BE DOWELED TO THE SUPPORTING FOOTINGS WITH REINFORCEMENT OF THE SAME SIZE, GRADE AND AT THE SAME SPACING AS THE VERTICAL REINFORCEMENT IN THE WALLS, PILASTERS OR COLUMNS.
7. BAR SUPPORTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF "BAR SUPPORT SPECIFICATIONS" AS CONTAINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE" BY THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI), EXCEPT AT SLABS, THE REINFORCING SHALL BE SUPPORTED BY CHAIRS SPACED AT 36 INCHES O.C. FOR #3 REBARS AND 48 INCHES ON CENTER FOR LARGER REBARS. CHAIRS FOR SLAB ON GRADE SHALL BE CONCRETE BLOCKS.
8. REINFORCING STEEL DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE", LATEST EDITION.
9. ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE BEFORE PLACING CONCRETE OR GROUT.
10. PROVIDE CORNER BARS TOP AND BOTTOM AT ALL BEAM CORNERS AND DEAD END BEAM INTERSECTIONS BARS TO EQUAL SIZE AND QUANTITY OF THE NOTED BEAM STEEL. BARS SHALL LAP BEAM REINFORCEMENTS.
11. BARS DETAILED AS CONTINUOUS SHALL BE LAPPED AT SPLICES.
12. EXTEND THE SLAB REINFORCING STEEL PERPENDICULAR TO BEAM TO THE TOP OUTSIDE REINFORCING BAR OF PERIMETER BEAMS. START THE SLAB REINFORCING STEEL, PARALLEL TO BEAM, NOT MORE THAN 6" FROM THE TOP FACE OF REINFORCING BAR OF PERIMETER BEAMS.
13. PROVIDE #4 "T" BARS AT 12" ON CENTER WHERE THE SLAB STEPS DOWN MORE THAN 8". THESE "T" BARS SHALL LAP THE MAIN SLAB REINFORCING STEEL.
14. ALL CONDUIT OR PLUMBING LINES IN SLAB SHALL BE PLACED BELOW SLAB THICKNESS. AREA ALL CONDUIT NO GREATER THAN 1" DIAMETER MAY BE PLACED IN CENTER OF SLAB. NO CONDUITS OR PLUMBING LINES GREATER THAN 1 INCH ALLOWED IN THE SLAB.
15. WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED.
16. WELDING OF REINFORCING STEEL IS NOT PERMITTED.
17. CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW BEFORE FABRICATION AND INSTALLATION.
18. LAPS OF BAR SPLICES, UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:

MASONRY GRADE 60 LAP SPLICE (IN INCH)

BAR SIZE	#3	#4	#5	#6	#7	#8
LAP SPLICE	24	24	30	36	42	48

CONCRETE - LAP PER SCHEDULE BELOW

BAR SIZE AND LAP LENGTH IN CONCRETE

BAR SIZE	$f'c$ = 2500 PSI	$f'c$ = 3000 PSI	$f'c$ = 4000 PSI	$f'c$ = 5000 PSI
#3	22	22	22	22
#4	29	29	29	29
#5	40	40	40	40
#6	57	57	57	57
#7	77	68	59	54
#8	130	82	71	71

FOR WELDED WIRE FABRIC SPACING OF WIRE PLUS 12"

19. CONCRETE COVER FOR RE-INFORCING AS FOLLOWS:

EXPOSURE CONDITION	MINIMUM COVER	TOLERANCE
GRADE OR WALLS, FOOTINGS AND OTHER PRINCIPAL STRUCTURAL MEMBERS IN WHICH CONCRETE IS DEPOSITED AGAINST OR MAINTAINED PERMANENTLY IN CONTACT WITH GROUND	3"	3/8"
WHERE CONCRETE SURFACES, AFTER REMOVAL OF FORMS, ARE EXPOSED TO WEATHER OR GROUND:		
FOR BARS #6 OR LARGER IN DIAMETER	2"	1/4"
FOR BARS #5 OR LESS IN DIAMETER	1 1/2"	1/4"
WHERE CONCRETE IS NOT DIRECTLY EXPOSED TO WEATHER OR GROUND		
FOR SLAB OR GRADE (FROM TOP OF SLAB)	1 1/2"	1/4"
FOR BEAMS, COLUMNS	1 1/2"	1/4"
FOR JOISTS AND SLABS	1"	1/8"

ALLOWANCE

1. IN ADDITION TO THE MATERIAL SHOWN, THE CONTRACTOR IS TO PROVIDE ADDITIONAL MATERIAL FOR USE ON THE PROJECT AS DIRECTED BY THE STRUCTURAL ENGINEER FIELD REPRESENTATIVE. THE ALLOWANCE COST SHALL INCLUDE MATERIAL COST, LABOR COSTS AND INSTALLATION PLACEMENT AT THE SITE.
2. INSTALLATION REMAINING BALANCE AT THE END OF THE PROJECT SHALL BE RETURNED/CREDITED BACK TO THE OWNER.
3. THE ALLOWANCE SHALL APPEAR ON THE SCHEDULE OF VALUE AS A LINE ITEM.

MATERIAL	ALLOWANCE
CONCRETE	5 CU YD
REINFORCING STEEL	300 LBS
STRUCTURAL STEEL	500 LBS
CMU	400 SQ FT

STRUCTURAL STEEL

1. MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
   STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING ASTM DESIGNATIONS:

ITEM	DESIGNATION	STRENGTH
ANCHOR RODS	F1554	Fy=36 ksi
PLATES	A36	Fy=36 ksi
ANGLES	A36	Fy=36 ksi
CHANNELS	A36	Fy=36 ksi
WIDE FLANGE SHAPES	A992	Fy=50 ksi
STEEL PIPE	A53	Fy=35 ksi
SQUARE & RECT. STEEL TUBES (HSS)	A500	Fy=46 ksi
ROUND TUBES (HSS)	A500	Fy=42 ksi

2. ALL STRUCTURAL STEEL SHALL BE FABRICATED, ERECTED AND FIELD IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS AMENDED, ADOPTED AND PUBLISHED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, ANSI/AISC 360-05 AS FOLLOWS:
   SECTION 4.2.1 DELETE FIRST TWO SENTENCES
   SECTION 7: ALL REFERENCE TO OWNER SHALL BE CHANGED TO GENERAL CONTRACTOR.
   SECTION 7.8.3, THE CONTRACTOR SHALL PROVIDE THE SEQUENCE AND SCHEDULE OF PLACEMENT OF NON-SELF SUPPORTING STEEL FRAMES.
   SECTION 7.9.4: THE CONTRACTOR TO DESIGN SHORES, JACKS, OR LOADS
3. WELDING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION AS PUBLISHED BY THE AMERICAN WELDING SOCIETY, EXCEPT THAT ALL WELDING SHALL BE DONE BY THE ELECTRIC ARC PROCESS. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS AND ALL WELDING SHALL CONFORM TO ANSI/AWS D1.1-04.
4. DETAILED AND OR SCHEDULED CONNECTIONS HAVE BEEN DESIGNED BY STRUCTURAL ENGINEER. ANY CONNECTION NOT DETAILED OR SCHEDULED OR ALTERED FOR FABRICATION PURPOSES SHALL BE SIZED AND DETAILED BY FABRICATOR AND SHALL BE MARKED FOR ENGINEER'S VERIFICATION. FABRICATOR SIZED AND DETAILED CONNECTIONS SHALL SUPPORT ONE HALF THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE TABLES OF UNIFORM CONSTANTS, PART 2 OF THE AISC MANUAL OF STEEL CONSTRUCTION FOR THE OPEN WEB BEAM SPAN AND GRADE SPECIFIED. THE EFFECT OF ANY CONCENTRATION LOADS MUST BE TAKEN INTO ACCOUNT.
5. SEE ARCHITECTURAL PLANS FOR MISCELLANEOUS STEEL ITEMS NOT INDICATED ON STRUCTURAL DRAWINGS. STEEL ITEMS SHOWN ON ARCHITECTURAL DRAWINGS AND NOT SPECIFIED ON THE STRUCTURAL DRAWINGS SHALL BE DESIGNED BY THE STEEL FABRICATOR. SEE DESIGN CRITERIA FOR LOADING.
6. ALL WELDED CONSTRUCTION SHALL BE MADE USING 3/16" FILLET WELD UNLESS NOTED.
7. ALL BOLTED CONSTRUCTIONS SHALL BE MADE USING 3/4" DIAMETER HIGH STRENGTH BOLTS, ASTM A325, BEARING TYPE CONNECTION W/ THREADS EXCLUDED FROM SHEAR PLANE, UNLESS OTHERWISE NOTED ON DRAWINGS. SEE SPECIFICATIONS FOR ALL OTHER DESIGN CONSTRAINTS, PART 2 OF THE AISC MANUAL OF STEEL CONSTRUCTION. ALL NUTS SHALL BE PER ASTM A563.
8. ALL CONNECTION PLATES AND STIFFENERS SHALL BE MADE WITH 1/4" THICK PLATES, UNLESS OTHERWISE NOTED ON PLANS.
9. ALL STEEL (INCLUDING BOLTS) EXPOSED TO THE WEATHER SHALL BE HOT DIPPED GALVANIZED (INCLUDES STEEL THAT IS EMBEDDED IN CONCRETE OR GROUTED), SEE ARCHITECTURAL PLANS IF STRICTER REQUIREMENTS ARE NECESSARY.
10. ALL EXPOSED STEEL SHALL FOLLOW PRESENT EDITION OF STANDARD PRACTICE OF AISC SECTION 10 OF THE CODE ADDRESSES ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS).
11. CONNECTIONS SHALL BE PER HOLLOW STRUCTURAL SECTIONS CONNECTION MANUAL BY AISC.
12. WHERE STEEL MEMBER PASS THROUGH CMU WALLS, PROVIDE 1/2" INCH GAP BETWEEN THE CMU AND THE STEEL MEMBER. PROVIDE ELASTOMERIC MATERIAL BETWEEN THE STEEL MEMBER AND CMU WALL. PROVIDE FIRE PROOF ELASTOMERIC MATERIAL WHERE REQUIRED.
13. ALL BEAMS NOT SHOWN SHALL BE W18x35. ALL COLUMNS NOT SHOWN SHALL BE HSS8x8x5/16.
14. STEEL SHOP SHALL BE AISC CERTIFIED OR AB CERTIFIED.
15. HOLES FOR BOLTS IN STRUCTURAL STEEL SHALL BE DRILLED OR PUNCHED BURRING OF HOLES SHALL NOT BE PERMITTED. UNLESS NOTED OTHERWISE, HOLES SHALL BE STANDARD SIZE. 3/16 INCH LARGER THAN THE BOLT.
16. ALL STRUCTURAL STEEL SHAPES SHALL BE PRIMED WITH A RUST RESISTANT PRIMER BEFORE SHIPMENT TO THE PROJECT SITE. PRIMER SHALL NOT BE APPLIED TO THE IMMEDIATE AREA OF STEEL INTENDED TO RECEIVE SLIP CRITICAL BOLTED CONNECTIONS.
17. HIGH STRENGTH BOLTS INSTALLATION SHALL BE CONTINUOUSLY INSPECTED BY A SPECIAL INSPECTOR FOLLOWING ARE REQUIREMENTS OF THE SPECIAL INSPECTOR
   A. HE SHALL VERIFY THE MILL CERTIFICATES FOR MATERIAL.
   B. HE SHALL VERIFY THAT THE MATERIAL USED ARE PROPERLY STORED AND PREPARED FOR USE.
   C. HE SHALL VERIFY THAT CONSTRUCTION DETAILS, PROCEDURES, TORK CALIBRATIONS WORKMANSHIP ARE IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND BUILDING CODE

GENERAL NOTES

CONTRACTOR TO REVIEW ALL GENERAL NOTES PRIOR TO SUBMITTING A BID.

CAST-IN-PLACE CONCRETE

1. VERIFY ALL DIMENSIONS, COORDINATE WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND/OR ENGINEER OF ANY DISCREPANCIES
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS ACI 318-05, OR LATEST EDITION. DRILLED PIERS SHALL COMPLY WITH ACI 336.1-01 AND ACI 336.3R-05
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, AND ALL ACCESSORIES UNLESS OTHERWISE NOTED SHALL BE AS ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE" ACI 315 LATEST EDITION
4. THE MINIMUM 28 DAYS CYLINDER STRENGTH SHALL BE AS FOLLOWS

LOCATION	STRENGTH AT 28 DAYS	MAXIMUM SLUMP	MAXIMUM AGGREGATE	WATER/CEMENT RATIO
FOUNDATIONS	3000 PSI	4"	1"	0.50
SLAB ON GRADE	3000 PSI	4"	1"	0.50
GRADE BEAMS	3000 PSI	4"	1"	0.50
WALLS AND BEAMS	3000 PSI	4"	3/4"	0.50
EXPOSED TO FULL	3000 PSI	5"	1"	0.70
SUSPENDED SLAB	4000 PSI	4"	1"	0.50
COLUMNS	4000 PSI	4"	1"	0.50

*ALL MIXES SHALL HAVE A MINIMUM OF 5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD REGARDLESS OF STRENGTH OBTAINED

5. NO HORIZONTAL CONSTRUCTION JOINTS WILL BE PERMITTED IN SLABS OR BEAMS
6. VERTICAL CONSTRUCTION JOINTS IN SLABS ARE TO BE AS SHOWN ON PLANS OR AS APPROVED BY ENGINEER
7. ALL OPENINGS IN SLAB (FOR PIPING, DRAINS, ETC.) SHALL BE SEALED WITH 1/2 SEALANT "3M 2665 FLEXIBLE 2 PART POLYURETHANE)
8. UTILITIES THAT PROJECT THROUGH SLAB FLOORS SHOULD BE DESIGNED WITH EITHER SOME DEGREE OF FLEXIBILITY OR WITH SLEEVES IN ORDER TO PREVENT DAMAGE TO THESE LINE SHOULD VERTICAL MOVEMENT OCCUR
9. BACKFILL AROUND PERIMETER TO PROVIDE POSITIVE DRAINAGE AWAY FROM SLAB
10. FLOOR TOLERANCES

F-NUMBER SYSTEM	COMPOSITE	MINIMUM LOCAL VALUE
FLATNESS, F_F	30	23
LEVELNESS, F_L	20	15

IN ALL INSTANCES MINIMUM SLAB THICKNESS SHALL BE OBTAINED. COORDINATE SLAB FINISHES WITH ARCHITECTURAL PLANS

11. ANCHOR BOLTS, CONDUIT, INSERTS ETC SHALL BE SECURELY TIED IN PLACE PRIOR TO PLACING CONCRETE.
12. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ALL MISC. GROOVES, GRILLES, ORNAMENTAL CURBS, PIPES, CONDUITS, INSERTS ETC. TO BE CAST IN CONCRETE. PROVIDE OVERSIZED SLEEVES FOR PLUMBING AND ELECTRICAL CONDUITS AND PIPES. NO PIPES OR DUCTS SHALL BE PLACED IN CONCRETE FOOTINGS, OR SLAB UNLESS SPECIFICALLY DETAILED IN THESE PLANS OR AS DIRECTED BY THE ENGINEER.
13. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED.
14. CONCRETE TESTING SHALL BE ONE SET OF CYLINDERS FOR EVERY 50 CUBIC YARDS OR PORTION THEREOF FOR EACH TYPE OF CONCRETE PLACED ON A GIVEN DAY. ONE SET CONSISTS OF 2 CYLINDERS TESTED FOR COMPRESSION AT 7 DAYS AND 7 CYLINDERS AT 28 DAYS. A MINIMUM OF TWO SETS PER DAY OF TYPE OF CONCRETE SHALL BE TAKEN
15. NO CONCRETE PLACEMENT IS PERMITTED WHEN AMBIENT TEMPERATURE IS BELOW 35° F.
16. NO CONCRETE PLACEMENT IS PERMITTED DURING RAIN FALL
17. ALL FORMED CONCRETE SURFACES SHALL BE FREE OF HONEYCOMBS AND DISCOLORATION. CONCRETE SHALL HAVE A SMOOTH FINISH.
18. VAPOR BARRIER
   A. VAPOR BARRIER (UNDER SLAB) SHALL CONFORM TO ASTM E1745, CLASS A OR EQUIVALENT AND SHALL HAVE A MINIMUM WATER VAPOR PERMEANCE OF 0.01 PERMS WHEN TESTED IN ACCORDANCE WITH ASTM E96. VAPOR BARRIER SHALL BE NOT LESS THAN 15 MILS THICK
   APPROVED PRODUCTS
   A. STEGO WRAP (15 MIL) BY STEGO INDUSTRIES LLC. (887) 464-7834
   INSTALLATION
   A. LAY SHEETS SMOOTHLY, STRETCH AND WEIGHT EDGES. LAP JOINTS TWELVE (12) INCHES AND SEAL WITH TAPE AS SPECIFIED BY VAPOR RETARDANT MANUFACTURER. TURN BARRIER UP 18 to 6 INCHES WHERE IT ABUTS ALL PIPES, ABUTMENTS, ETC TAPE AND SEAL AT PENETRATIONS AND AT EDGES
   PATCHING
   A. PATCH ALL PUNCTURES WITH A MINIMUM OVERLAP OF 6" IN ALL DIRECTIONS AND TAPE AROUND ENTIRE PERIMETER OR REPAIR
19. A. PRE-INSTALLATION CONFERENCE
   1. AT LEAST 30 DAYS PRIOR TO THE START OF THE CONCRETE SLAB CONSTRUCTION SCHEDULE, THE CONTRACTOR SHALL CONDUCT A MEETING TO REVIEW THE PROPOSED MIX DESIGNS AND TO DISCUSS THE REQUIRED METHODS AND PROCEDURES TO ACHIEVE THE REQUIRED CONCRETE CONSTRUCTION. THE CONTRACTOR SHALL SEND A PRE-CONCRETE CONFERENCE AGENDA TO ALL ATTENDEES 30 DAYS PRIOR TO THE SCHEDULED DATE OF THE CONFERENCE.
   2. THE CONTRACTOR SHALL REQUIRE RESPONSIBLE REPRESENTATIVES OF EVERY PARTY CONCERNED WITH THE CONCRETE WORK TO ATTEND THE CONFERENCE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING
      a) CONTRACTOR'S SUPERINTENDENT
      b) LABORATORY RESPONSIBLE FOR CONCRETE MIXES AND/OR FIELD QUALITY CONTROL
      c) READY-MIX CONCRETE PRODUCER
      d) CONCRETE SUBCONTRACTOR
      e) ADMIXTURE MANUFACTURER(S)
      f) LIQUID DENSIFIER AND SEALER MANUFACTURER
      g) LIQUID DENSIFIER AND SEALER APPLICATOR
      h) JOINT FILLING APPLICATOR
   3. MINUTES OF THE MEETING SHALL BE RECORDED, TYPED AND PRINTED BY THE CONTRACTOR AND DISTRIBUTED BY HIM TO ALL CONCERNED PARTIES, INCLUDING THE OWNER'S REPRESENTATIVE, THE ARCHITECT AND THE STRUCTURAL ENGINEER WITHIN FIVE DAYS OF THE MEETING.
   B. CONCRETE SUBCONTRACTOR QUALIFICATION
   1. THE CONCRETE SUBCONTRACTOR SHALL INCLUDE IN THEIR BID PACKAGE TO THE CONTRACTOR, SUFFICIENT DATA THAT CLEARLY INDICATES THE CONCRETE CONTRACTOR'S ABILITY TO ESTABLISH AND MAINTAIN THE WORK AND TO ACHIEVE THE FLOOR SLAB TOLERANCES SPECIFIED IN THIS SECTION. THE CONCRETE SUBCONTRACTOR'S TEAM SHALL HAVE PARTICIPATED IN THE MAJORITY OF THESE PROJECTS, AND THAT TEAM SHALL REMAIN THE SAME THROUGH THE DURATION OF THIS PROJECT
   C. CONCRETE MATERIAL
   1. PORTLAND CEMENT: ASTM C 150 TYPE I USE ONE BRAND OF CEMENT THROUGHOUT THE PROJECT
   2. COARSE AND FINE AGGREGATE: ASTM C33, COMBINED AGGREGATE GRADATION FOR SLABS ON GRADE AND OTHER DESIGNATED CONCRETE SHALL BE 5% - 18% FOR LARGE TOP AGGREGATES (1 1/2") CONFORMING TO FOR SMALLER TOP SIZE AGGREGATES (1" OR 3/4") RETAINED ON EACH SIEVE BELOW THE TOP SIZE AND ABOVE THE NO. 100 SIEVE. SLABS ON GRADE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 1" FOOTINGS AND PIERS 1" AND BEAMS 3/4"
   3. WATER: COMPLYING WITH ASTM C 94
   4. ALL CONCRETE SHALL CONTAIN POZZOLITH® ADMIX AS PER MANUFACTURER'S SPECIFICATIONS, IN ACCORDANCE WITH ASTM C494
   D. ADMIXTURES
   AIR ENTRAINING ADMIXTURES: SHALL CONFORM TO ASTM C 260. ADMIXTURE MANUFACTURER SHALL PROVIDE WRITTEN CERTIFICATION THAT THE AIR-ENTRAINING ADMIXTURE IS COMPATIBLE WITH OTHER REQUIRED ADMIXTURES. ALL EXTERIOR SLABS SHALL BE AIR-ENTRAINED (4% - 7%). ACCEPTABLE PRODUCTS: EUCLID CHEMICAL AEA-92 AND AIRMIX AND MASTER BUILDERS MICRONAIR, W. R. GRACE DARAVAIR 1000 AND DARAEA-11
   NOTE: AIR-ENTRAINING ADMIXTURE SHALL NOT BE USED ON SITE WORK CONCRETE.
   2. WATER REDUCING ADMIXTURE: SHALL CONFORM TO ASTM C494, TYPE A AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS. ACCEPTABLE PRODUCTS: EUCLID CHEMICAL EUCON WR AND WR-75, MASTER BUILDERS POZZOLITH NO. 322 AND WRDA 64
   3. WATER REDUCING, RETARDING ADMIXTURE, SHALL CONFORM TO ASTM C494, TYPE D, AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS. ACCEPTABLE PRODUCTS: EUCLID CHEMICAL RETARDER 75, MASTER BUILDERS POZZOLITH R, W.R. GRACE DARATARD 17
   4. HIGH RANGE WATER REDUCING ADMIXTURE (SUPERPLASTICIZER): SHALL CONFORM TO ASTM C494, TYPE F OR TYPE G AND CONTAIN NOT MORE THAN 0.05% CHLORIDE IONS. ACCEPTABLE PRODUCTS: EUCLID CHEMICAL EUCON 37, MASTER BUILDERS RESEARCH 1000 W.R. GRACE DARACEM 1000
   5. WATER-REDUCING, NON-CORROSIVE ACCELERATING ADMIXTURE: SHALL CONFORM TO ASTM C494, TYPE C OR E, AND CONTAIN NOT MORE CHLORIDE IONS THAN ARE PRESENT IN MUNICIPAL DRINKING WATER. THE ADMIXTURE MANUFACTURER MUST HAVE LONG TERM, NON CORRODEAVE TEST DATA FROM AN INDEPENDENT TESTING LABORATORY (OF AT LEAST 4 YEARS DURATION) USING AN ACCEPTABLE ACCELERATED CORROSION TEST METHOD SUCH AS THAT USING ELECTRICAL POTENTIAL MEASURES. ACCEPTABLE PRODUCTS: EUCLID CHEMICAL ACCEL GUARD 90/90 AND ACCELGUARD HCA, MASTER BUILDERS NCE 11 AND POZZUTEC 20, W.R. GRACE POLARSET
   E. PROHIBITED ADMIXTURES
   1. a) CALCIUM CHLORIDE OR ADMIXTURES CONTAINING MORE THAN 0.05% CHLORIDE IONS ARE NOT PERMITTED

CAST-IN-PLACE CONCRETE (CONT.)

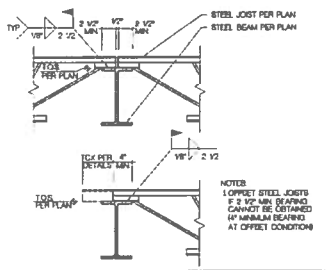
   E. EVAPORATION RETARDER
   1. WATER-BORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE.
      a) ACCEPTABLE PRODUCTS
      "EUCOBAR" BY THE EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT (877) 438-3826
   F. CURING MATERIALS.
   1. EXTERIOR CURING: ALL EXTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND. THE LIQUID MEMBRANE-FORMING CURING COMPOUND SHALL MEET THE REQUIREMENTS OF ASTM C 1315 WITH A MINIMUM V.O.C. CONTENT OF 150 G/L.
      a.) ACCEPTABLE PRODUCTS
      "SUPER HEE SEAL" BY EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT (877) 438-3826
   2. INTERIOR CURING: ALL INTERIOR CONCRETE SLABS SHALL BE CURED USING A REDUCED ODOR, DISSIPATING LIQUID MEMBRANE FORMING CURING COMPOUND THAT IS FORMULATED FROM HYDROCARBON RESINS. THE DISSIPATING LIQUID MEMBRANE FORMING CURING COMPOUND SHALL MEET THE REQUIREMENTS OF ASTM C-309 AND V.O.C. CONTENT IN ACCORDANCE TO EPA 40 CFR, PART 59, TABLE I.
      SUBMIT 3 PDF CONCRETE CURING COMPOUNDS WITH A MAXIMUM V.O.C. CONTENT OF 350 G/L, APPLY AT 400 S.F./GALLON.
      a.) ACCEPTABLE PRODUCTS
      "KURE 200" BY THE EUCLID CHEMICAL COMPANY - CONTACT PHIL BRANDT (877) 438-3826
      ALL CONCRETE SLABS SHALL ALSO BE MAINTAINED MOIST FOR 7 DAYS
   G. CONCRETE MIXES
   1. COMPLY WITH ACI 301 REQUIREMENTS FOR CONCRETE MATURE, U.N.O.
   2. PREPARE DESIGN MIXES EXAMINED AND RELIED BY A PROFESSIONAL ENGINEER, PROPORTIONED ACCORDING TO ACI 301, FOR NORMAL WEIGHT CONCRETE DETERMINED BY EITHER LABORATORY TRIAL MIX OR FIELD TEST DATA AS FOLLOWS
      CONCRETE MATERIALS INCLUDED IN THE MIX DESIGN SHALL BE THE SAME MATERIALS PROPOSED TO THE PROJECT. MIX DESIGNS SHALL BE PREPARED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER. THE LABORATORY MIX DESIGN SHALL NOT EXCEED THE DESIRED JOB STRENGTH OF CONCRETE BY 1,200 PSI. FOUR COPIES OF THE MIX DESIGN SHALL BE SUBMITTED TO THE OWNER BEFORE BEGINNING CONCRETE WORK (SEE 016).
   3. SLUMP: CONCRETE CONTAINING HRWR SHALL HAVE A MAXIMUM SLUMP OF 8" (SLUMP ALL OTHER CONCRETE SHALL NOT EXCEED 4 INCHES (100 MM) UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
   4. ADJUSTMENT TO CONCRETE MIXES: MIX DESIGN ADJUSTMENTS MAY BE REQUESTED BY CONTRACTOR WHEN CHARACTERISTICS OF MATERIALS, JOB CONDITIONS, WEATHER, TEST RESULTS OR OTHER CIRCUMSTANCES WARRANT, THE ADJUSTMENTS SHALL BE SUBMITTED TO OWNER AND AS ACCEPTED BY OWNER. LABORATORY TEST DATA FOR REVISED MIX DESIGN AND STRENGTH RESULTS MUST BE SUBMITTED TO AND ACCEPTED BY OWNER BEFORE USING IN WORK. BOTH THE CONCRETE TESTING AND INSPECTION AGENCY AND THE CONCRETE CONTRACTOR SHALL SATISFY THEMSELVES THAT THE CONCRETE MIX DESIGN WILL PRODUCE A CONCRETE MIXTURE THAT WILL MEET THE SPECIFICATIONS FOR THIS PROJECT IN ADDITION. THE CONTRACTOR AND CONCRETE FINISHER SHALL VERIFY THAT THE WEIGHTS, MOISTURE, AND SETTING TIMES ARE APPROPRIATE FOR SLAB INSTALLATIONS. PLACEMENT SHALL BE MADE BY CHUTE DIRECTLY FROM THE CONCRETE TRUCK. IF PUMPING OF THE CONCRETE IS CONTEMPLATED FOR ANY SPECIAL LOCATIONS, THE CONCRETE MIX DESIGN SHALL BE MODIFIED AS REQUIRED BY THE CONTRACTOR TO SUIT THE CAPABILITIES OF THE PUMPING EQUIPMENT.
   5. READY MIX CONCRETE: COMPLY WITH REQUIREMENTS OF ASTM C94, WHEN AIR TEMPERATURE IS BETWEEN 85° AND 90° F, REDUCE MIXING AND DELIVERY TIME FROM 90 MINUTES TO 75 MINUTES, WHEN AIR TEMPERATURE IS ABOVE 90° F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES.
   6. WATER CEMENT RATIO SHALL BE BASED ON DURABILITY AND STRENGTH.
   H. CONSTRUCTION JOINTS IN SLABS ON GRADE:
   FORM WEAKENED-PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCTION JOINTS FOR SLABS ON GRADE EQUAL TO AT LEAST ONE FOURTH OF THE CONCRETE THICKNESS, AS FOLLOWS
   SAWED JOINTS: ALL SAW CUTTING SHALL BE ACCOMPLISHED WITH A SOFT-CUT SAW AS SOON AS THE SLAB WILL SUPPORT THE WEIGHT OF THE SAW AND OPERATOR, NOTE: CONCRETE DUST SHALL BE REMOVED COMPLETELY AND IMMEDIATELY. IF CHALK LINES ARE USED FOR SAW CUTS, ALL CHALK REMAINING ON SLAB SHALL BE REMOVED COMPLETELY AND IMMEDIATELY AFTER SAWING.
   I. FLOOR SLAB TOLERANCES.
   COMPLY WITH ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS." ALL INTERIOR FLOOR SLABS SHALL MEET THE REQUIREMENTS OF A TYPE B, SINGLE FOOTAGE, HARD STEEL TROWELLED FINISH AS DESCRIBED IN ACI 302.1R, AND ASTM E1155.
   J. CONCRETE CURING AND PROTECTION
   1. EXTERIOR SLAB CURING.
      a) FIRST ALL EXTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS AS SOON AS POSSIBLE AFTER FINAL FINISHING. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARRED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 60° F. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE. CURING COMPOUND SHALL BE PLACED WITHIN FOUR (4) HOURS AFTER CONCRETE HAS BEEN PLACED
      b) SECOND, CONCRETE SHALL BE MAINTAINED ABOVE 50 DEGREES F AND MOISTURE CONDITION FOR AT LEAST THE FIRST SEVEN (7) DAYS AFTER PLACEMENT.
   2. INTERIOR SLABS: CURING:
      a) FIRST: ALL INTERIOR CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS AS SOON AS POSSIBLE AFTER FINAL FINISHING. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARRED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 60° F. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE. CURING COMPOUND SHALL BE PLACED WITHIN FOUR (4) HOURS AFTER CONCRETE HAS BEEN PLACED
      b) SECOND, CONCRETE SHALL BE MAINTAINED ABOVE 50 DEGREES F AND POROUS WITH WATER FOR SEVEN (7) DAYS AFTER CONCRETE PLACEMENT.
      c) THIRD, CONCRETE SLABS SHALL BE CURED USING A LIQUID MEMBRANE-FORMING CURING COMPOUND TO BE APPLIED EVENLY AND UNIFORMLY PER MANUFACTURER'S INSTRUCTIONS AS SOON AS POSSIBLE AFTER FINAL FINISHING. SURFACE SHALL BE DAMP, BUT NOT WET AND CAN NO LONGER BE MARRED BY A WALKING WORKMAN. ALL APPLICATIONS SHALL BE MADE BY AN APPLICATOR CERTIFIED BY THE MANUFACTURER, AND WHEN SURFACE AND AIR TEMPERATURE IS ABOVE 60° F.
      d) AT CONCRETE WHERE FINISH OF SLAB IS TO BE POLISHED: PROVIDE BURLAP MEMBRANE DURING ENTIRE CONSTRUCTION OF THE BUILDING. (DO NOT PROVIDE CURING COMPOUND)
   3. INTERIOR SLAB PROTECTION
   TAKE THE FOLLOWING MEASURES TO PROTECT FLOOR SLAB.
   A. WRAP OR TAPER ALL MATERIALS AND HYDRAULIC EQUIPMENT TO PREVENT FLUID LEAKS.
   B. PROVIDE NON-MARKING TIRES ON RUBBER TIRED VEHICLES OR EQUIP RUBBER TIRES WITH TIRE BOOTS MADE OF NYLON FABRIC.
   C. SOURCE FOR DIAPERS AND BOOTS: RAR TIRE SURFACE PROTECTORS, INC. PORT COLLINS, CO (800) 288-4282
   D. PROVIDE MATS AT ALL ENTRANCES TO PREVENT MUD STAINS
   E. COVER SLAB PRIOR TO PAINTING: ALL SPILLS TO BE CLEANED WITH SOAP AND WATER. LACQUER THINNER WILL NOT BE ACCEPTABLE

SPECIAL INSPECTION, MATERIALS TESTING.

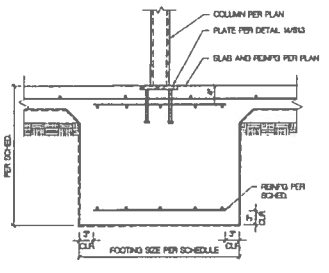
1. RESPONSIBILITIES OF THE OWNER
   A. EMPLOY AND PAY THE SPECIAL INSPECTION AGENCY TO PERFORM INSPECTIONS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION
   B. EMPLOY AND PAY THE MATERIALS TESTING LABORATORY TO PERFORM TESTS SPECIFIED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
      1) RETESTING - THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR RE-TESTING WHERE RESULTS OF INSPECTIONS AND TESTS PROVE UNSATISFACTORY AND INDICATE NONCOMPLIANCE WITH REQUIREMENTS.
   C. EMPLOY THE DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN OR ANOTHER ENGINEER OR ARCHITECT DESIGNATED BY THE (DPR) TO PERFORM STRUCTURAL OBSERVATION (REF 1705.F IBC)
2. DEFINITIONS
   A. APPROVED FABRICATOR: AN AISC OR NAB CERTIFIED FABRICATOR REGISTERED AND APPROVED BY THE BUILDING OFFICIAL AND ENGINEER OF RECORD TO PERFORM WORK OFF SITE, ALLEVIATING SPECIAL INSPECTION WITH-OUT SPECIAL INSPECTION.
   B. SPECIAL INSPECTION AGENCY: THE ACCREDITED INSPECTION BODIES DESIGNATED HEREIN AND APPROVED BY THE ENGINEER OF RECORD TO PERFORM SPECIAL INSPECTION AS REQUIRED BY THE BUILDING CODE AND THE PROJECT SPECIFICATIONS AND AS DESCRIBED IN CHAPTER 17 OF THE IBC.
   C. SPECIAL INSPECTOR: A QUALIFIED PERSON EMPLOYED BY THE ENDORSED SPECIAL INSPECTION AGENCY WHO HAS DEMONSTRATED COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. DUTIES INCLUDE VISUAL OBSERVATIONS AND FIELD MEASUREMENTS OF MATERIALS, OBTAINING SPECIMENS FOR TESTS AND RELATED ACTIONS INCLUDING PREPARATION OF REPORTS.

SPECIAL INSPECTION, MATERIALS TESTING. (CONT.)

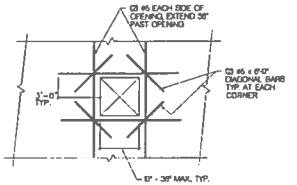
   D. TESTING LABORATORY: AN ACCREDITED MATERIALS TESTING LABORATORY, APPROVED BY THE ENGINEER OF RECORD TO MEASURE, EXAMINE, TEST CALIBRATE OR OTHERWISE DETERMINE THE CHARACTERISTICS OR PERFORMANCE OF CONSTRUCTION MATERIALS.
   E. CONTINUOUS INSPECTION: ON SITE INSPECTION BY THE SPECIAL INSPECTOR ON A CONTINUOUS BASIS DURING THE PERFORMING SPECIAL INSPECTION
   F. PERIODIC INSPECTION: INTERMITTENT INSPECTION AS PERMITTED BY THE PLAN SPECIFICATIONS AT PERIODIC/RANDOM INTERVALS OR MORE FREQUENTLY AS WORK PROGRESSES, NOT SIGNIFICANT ELEMENTS OR AREAS SHALL BE COVERED BY ADDITIONAL WORK UNTIL APPROVED BY THE SPECIAL INSPECTOR AND/OR THE SPECIAL INSPECTOR
   G. STRUCTURAL OBSERVATION: THE VISUAL OBSERVATION BY THE ENGINEER OF RECORD OR HIS DESIGNEE, INCLUDING BUT NOT LIMITED TO THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM, FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATION. AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM. STRUCTURAL OBSERVATION DOES NOT INCLUDE OR WAIVE THE RESPONSIBILITY FOR THE SPECIAL AND MUNICIPAL INSPECTIONS REQUIRED BY CODES AND SPECIFICATIONS
   H. EOR: ENGINEER OF RECORD
   I. DPR: ENGINEER OF RECORD/DESIGN PROFESSIONAL OF RECORD
   J. SPECIAL INSPECTION AND MATERIALS TESTING
   THIS SECTION APPLIES TO THE STRUCTURAL PORTIONS OF THE PROJECT REQUIRING SPECIAL INSPECTION
   DOCUMENTED METHODS AND PROCEDURES SHALL BE USED FOR INSPECTION AND TESTING REQUIRED BY CONTRACTUAL DOCUMENTS, AND FOR ESTABLISHING ACCEPTANCE CRITERIA. ALL INSTRUCTIONS, STANDARDS, PROCEDURES, CHECKLISTS RELEVANT TO THE WORK WILL BE KEPT UP TO DATE AND READILY AVAILABLE FOR USE. NO INSPECTION OR TEST WILL BE PERFORMED IN THE ABSENCE OF THE TESTING PERSONNEL IS IN QUESTION DUE TO JOB SITE CONDITIONS PRIOR TO PROJECT COMMENCEMENT. THE TESTING AGENCY WILL CONFER WITH AND OBTAIN THE APPROVAL FROM THE APPROPRIATE DESIGN PROFESSIONAL OF RECORD REGARDING THE INSPECTION AND TESTING PROCEDURES OR SPECIFICATIONS INCLUDING ANY APPROPRIATE ASTM METHODS. CODE REQUIREMENTS OR PROJECT SPECIFICATION REQUIREMENTS. AT THE START OF AND DURING EACH INSPECTION OF THE PROJECT TO ASCERTAIN PROPOSED CONFORMITY OF MATERIALS, PERSONNEL QUALIFICATIONS, AND PROCEDURES WITH THE APPLICABLE CODES, PLANS AND SPECIFICATIONS
   1. ALL INSPECTIONS SHALL BE PERFORMED BY AN ACCREDITED, APPROVED SPECIAL INSPECTION AGENCY EMPLOYED BY THE OWNER OR OWNER'S AGENT, NOT THE CONTRACTOR OR SUBCONTRACTOR, ACCREDITATION SHALL BE BASED ON STANDARD SPECIFICATIONS FOR AGENCIES ENGAGED IN THE TESTING AND/OR INSPECTION OF MATERIALS USED IN CONSTRUCTION, IS PREFERRED
   2. COPIES OF THE TEST RESULTS AND FINAL REPORTS SHALL BE FURNISHED TO THE ENGINEER OF RECORD (EOR) IN ADDITION TO OTHER NORMAL DISTRIBUTIONS WITHIN THREE DAYS OF THE TEST. IN THE CASE OF DISCREPANCIES OR DEFICIENCIES, THE SPECIAL INSPECTION AGENCY SHALL IMMEDIATELY NOTIFY THE EOR. TESTING FREQUENCY AND METHODS SHALL MEET THE SPECIFICATIONS FOR THIS PROJECT IN ADDITION. THE CONTRACTOR AND CONCRETE FINISHER SHALL VERIFY THAT THE WEIGHTS, MOISTURE, AND SETTING TIMES ARE APPROPRIATE FOR SLAB INSTALLATIONS. PLACEMENT SHALL BE MADE BY CHUTE DIRECTLY FROM THE CONCRETE TRUCK. IF PUMPING OF THE CONCRETE IS CONTEMPLATED FOR ANY SPECIAL LOCATIONS, THE CONCRETE MIX DESIGN SHALL BE MODIFIED AS REQUIRED BY THE CONTRACTOR TO SUIT THE CAPABILITIES OF THE PUMPING EQUIPMENT.
   3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE TEST AND/OR INSPECTION FIRM WITH A CONVENIENT AND PRIVATE OFFICE OR TRAILER WITH TELEPHONE SERVICE AND WATER FOR CONCRETE TESTS AS REQUIRED.
   4. THE SPECIAL INSPECTOR SHALL FURNISH DAILY INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT AND THE ENGINEER AT A MINIMUM PER WEEK FREQUENCY. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT, SIGNED BY BOTH HE AND HIS SUPERVISOR, STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE WORKMANSHIP PROVISIONS OF THE CBC.
   5. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
   6. SPECIAL INSPECTION REPORTS
   THESE REPORTS SHALL INCLUDE, AS A MINIMUM, THE FOLLOWING INFORMATION
   A. PERMIT NUMBER
   B. NAME OF THE MUNICIPAL INSPECTOR, IF AVAILABLE, AND OF THE GOVERNING MUNICIPALITY
   C. SPECIAL INSPECTION AGENCY NAME, ADDRESS, AND PHONE NUMBER
   D. UNIQUE IDENTIFICATION OF THE REPORT AND OF EACH PAGE
   E. CLIENT NAME AND ADDRESS
   F. NAME AND ADDRESS OF THE DESIGN PROFESSIONAL OF RECORD AND OTHER DESIGNERS ON GENERAL MATTERS APPLICABLE TO THE PROJECT
   G. DESCRIPTION OF THE TYPES OF INSPECTION PERFORMED
   H. ANY UNRESOLVED VARIATIONS, EXCLUSIONS, AND ADDITIONS TO OR FROM THE APPROVED DRAWINGS AND SPECIFICATIONS RELEVANT TO THE SPECIFIC INSPECTION OR TEST
   I. COMPLIANCE FINDINGS AND REFERENCES
   J. DESCRIPTION OF LOCATION IN WHICH INSPECTION WAS PERFORMED WITHIN THE PROJECT
   K. TIME AND DATE OF THE INSPECTION
   L. MEASUREMENTS, EXAMINATIONS, AND DERIVED RESULTS SUPPORTED BY TABLES, DRAWINGS, SKETCHES, OR PHOTOGRAPHS AS APPROPRIATE
   M. THE NAME, SIGNATURE, TITLE, AND IDENTIFICATION NUMBER, AS APPROPRIATE, OF THE FIELD INSPECTOR PERFORMING THE INSPECTION
   N. IDENTIFICATION OF SUBCONTRACTORS EMPLOYED TO CARRY OUT TESTS ON PARTS OF TESTS
   7. TESTS REPORTS
   LABORATORY TESTS AND MILL CERTIFICATIONS ARE REQUIRED TO BE SUBMITTED TO THE ENGINEER OF RECORD. THESE REPORTS SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING.
   1. CONCRETE CYLINDERS
   2. REINFORCING STEEL
   3. STRUCTURAL STEEL
   4. CONCRETE MIXES
   5. CONCRETE ANCHORS
8A. SPECIAL INSPECTION BY A SPECIAL OR DEPUTY INSPECTOR FROM AN ACCREDITED, EOR APPROVED INSPECTION AGENCY AND WITH THE APPROPRIATE CURRENT MUNICIPAL LICENSES AND CERTIFICATIONS SHALL BE REQUIRED FOR THE TYPE OF WORK LISTED BELOW
8A. CONTINUOUS INSPECTION REQUIRED FOR THE FOLLOWING.
   A. REINFORCED CONCRETE
   1. DURING PLACEMENT OF REINFORCED CONCRETE WHERE THE STRUCTURAL DESIGN IS BASED ON F'C GREATER THAN 2,500 PSI AND THE TAKING TEST SPECIMENS. THE NUMBER AND FREQUENCY OF TAKING OF TEST SPECIMENS SHALL BE THE MINIMUM REQUIRED BY THE GOVERNING MUNICIPAL BUILDING CODE OR AS SPECIFIED BY THE APPROVED STRUCTURAL PLANS, WHICHEVER IS THE GREATER NUMBER
   2. DURING THE PLACEMENT OF REINFORCING STEEL AND PRE STRESS TENDONS UNLESS THE SPECIAL INSPECTOR HAS INSPECTED FOR CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE CLOSING OF FORMS OR THE DELIVERY OF CONCRETE TO THE FORMS.
   3. DURING THE PLACEMENT OF REINFORCING STEEL AND CONCRETE FOR CAST-IN-PLACE DRILLED PILES OR CAISSONS.
   4. INSPECTION IS REQUIRED ON CAST-IN PLACE PILES OR CAISSONS, EVEN IF F'C IS LESS THAN 2,500 PSI
   5. PRIOR TO AND DURING THE PLACEMENT OF CONCRETE, AROUND BOLTS WHEN STRESS INCREASE IS PERMITTED BY FOOTNOTE 5 OF TABLE 1K, SECTION 1923 OF THE UNIFORM BUILDING CODE FOR THE USE OF POST INSTALLED EMBEDDED BOLTS.
   6. PRIOR TO AND DURING THE INSTALLATION OF ANCHORS REQUIRING TO BE DRILLED INTO CONCRETE
   7. DURING THE STRESSING AND GROUTING OF TENDONS IN PRE STRESSED & CON



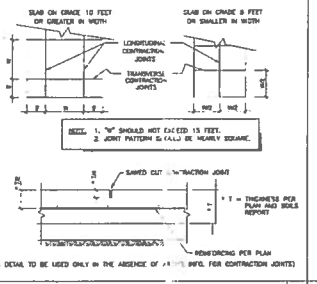
TYPICAL STEEL JOIST TO STEEL BEAM | 17



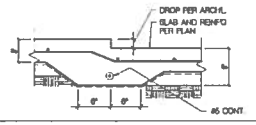
FOOTING AT STEEL COLUMN | 13



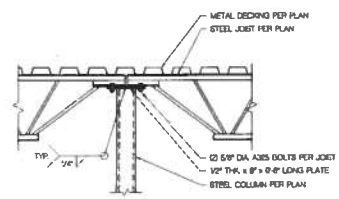
REINFORCING AT CONCRETE OPENINGS | 9



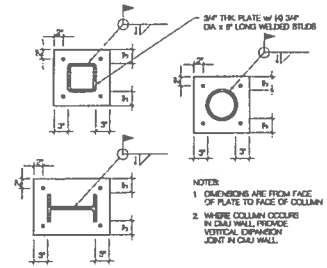
SLAB CONTRACTION JOINT | 5



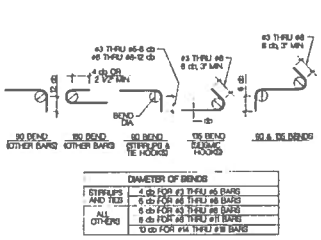
DROP AT SLAB ON GRADE | 1



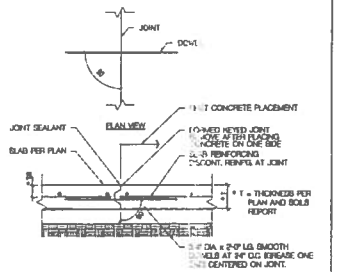
TYPICAL STEEL JOIST TO STEEL COLUMN | 18



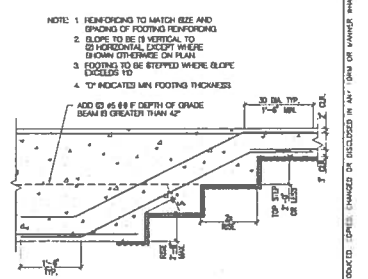
TYPICAL BASE PLATE DETAIL | 14



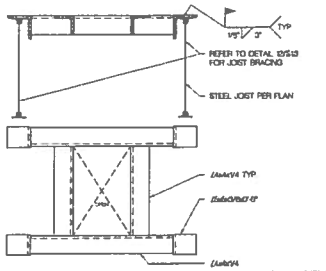
STANDARD HOOKS | 10



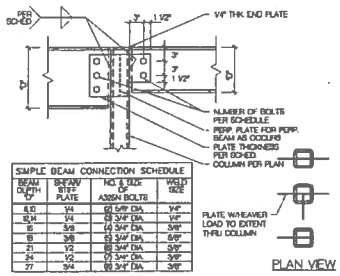
SLAB CONSTRUCTION JOINT | 6



TYPICAL STEPPED WALL FOOTING | 2



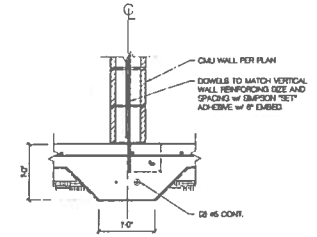
TYP. FRMG. AT ROOF OPENING | 19



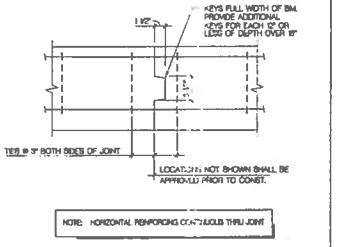
SIMPLE BEAM CONNECTION SCHEDULE

BEAM DEPTH "D"	SHEAR/ STIFF. PLATE	NO. & SIZE OF A325N BOLTS	WELD SIZE
8,10	1/4	(2) 5/8" DIA.	1/4"
12,14	1/4	(3) 3/4" DIA.	1/4"
16	5/8	(4) 3/4" DIA.	3/8"
18	3/8	(5) 3/4" DIA.	5/8"
21	1/2	(6) 3/4" DIA.	3/8"
24	1/2	(7) 3/4" DIA.	3/8"
27	3/4	(8) 3/4" DIA.	3/8"

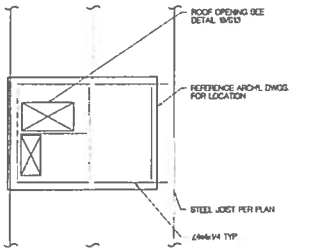
TYPICAL STEEL BEAM CONNECTION SCHEDULE | 15



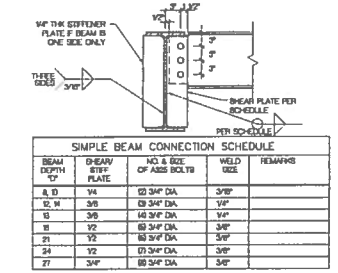
TYPICAL THICKENED SLAB AT CMU WALL | 11



GRADE BEAM CONSTRUCTION JOINT | 7



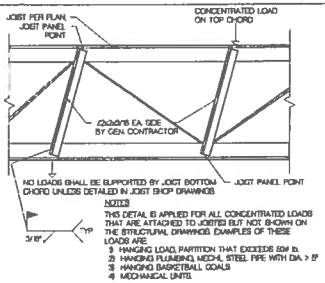
OPENING FRAMING | 20



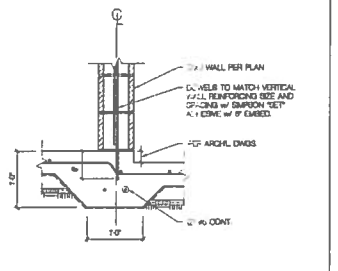
SIMPLE BEAM CONNECTION SCHEDULE

BEAM DEPTH "D"	SHEAR/ STIFF. PLATE	NO. & SIZE OF A325 BOLTS	WELD SIZE	REMARKS
8, 10	1/4	(2) 3/4" DIA.	3/16"	
12, 14	3/8	(3) 3/4" DIA.	1/4"	
16	3/8	(4) 3/4" DIA.	1/4"	
18	1/2	(5) 3/4" DIA.	3/8"	
21	1/2	(6) 3/4" DIA.	3/8"	
24	1/2	(7) 3/4" DIA.	3/8"	
27	3/4"	(8) 3/4" DIA.	3/8"	

TYPICAL BEAM TO BEAM CONNECTION | 16



TYPICAL JOIST BRACING DETAIL | 12



TYPICAL THICKENED SLAB AT CMU WALL AT DROP | 8

DANNENBAURM
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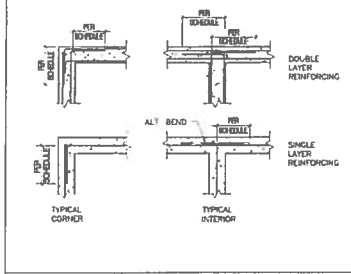
EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
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100 N. 10TH ST. MISSION, TEXAS
(956) 585-5542 FAX (956) 585-5554
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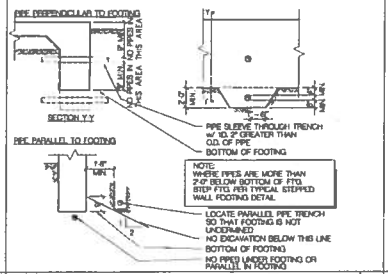
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DRAWN BY:	SCALE:	
CHECKED BY: RGJ		JOB NO. 12-171
APPROVED BY: RGJ, PE		

DATE	REVISION	CKD	MADE	APPD

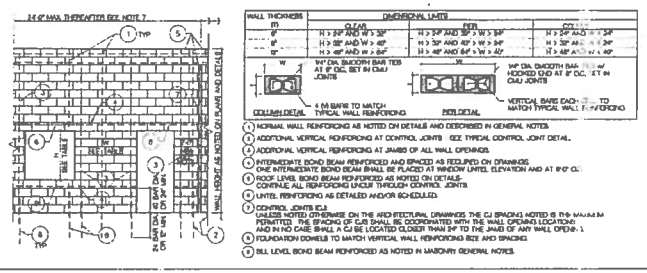
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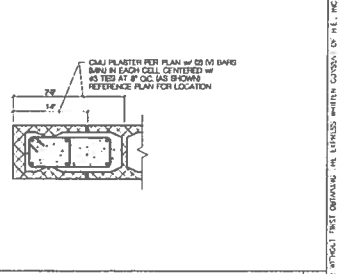
TYPICAL REINF. AT INT. OF CONC. FTGS. | 17



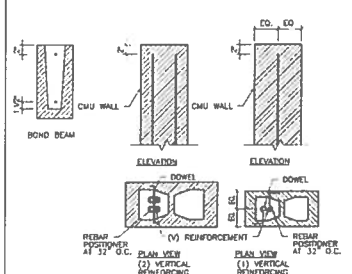
PIPING AT FOOTING | 13



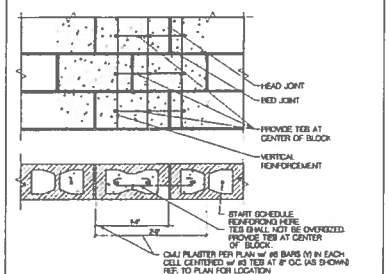
ELEVATION OF TYPICAL MASONRY WALL REINFORCING | 5



12" CMU PILASTER PLAN VIEW | 1

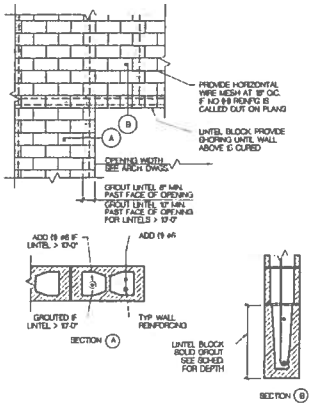


TYP. REINFG. PLACEMENT AND CLEARANCE | 18

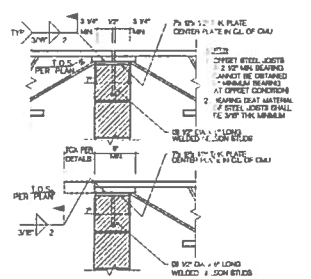


TYPICAL FLUSH WALL PILASTER | 14

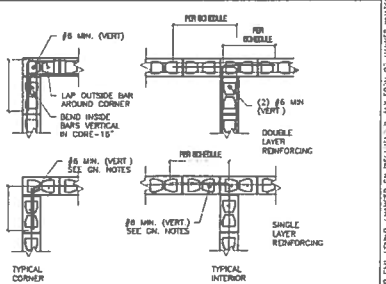
CLEAR SPAN	WIDTH	DEPTH	REINFORCING	#3 TIES AT	REMARKS
<3'-0"	8"	8"	(1) #6	8"	
<6'-8"	8"	16"	(1) #6 (1) #5	8"	
<9'-8"	8"	24"	(1) #7 (1) #5	8"	
<12'-0"	8"	32"	(1) #7 (1) #8	8"	
<3'-0"	12"	8"	(2) #6	8"	
<6'-8"	12"	16"	(2) #6 (1) #5	8"	
<9'-8"	12"	24"	(2) #7 (1) #5	8"	
<12'-0"	12"	40"	(2) #7 (1) #8	8"	
>12'-0"	12"	48"	(2) #7 (1) #8	8"	



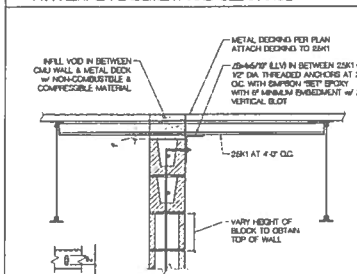
TYP. CMU LINTEL SCHEDULE AND DETAILS | 11



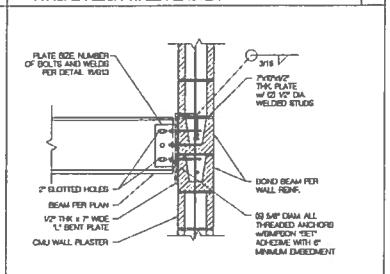
TYP. STEEL JOIST TO CMU WALL DETAIL | 6



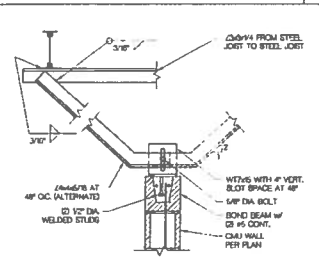
TYPICAL REINFG. AT INT. OF CMU WALLS | 2



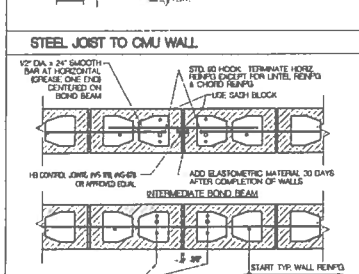
STEEL JOIST TO CMU WALL | 19



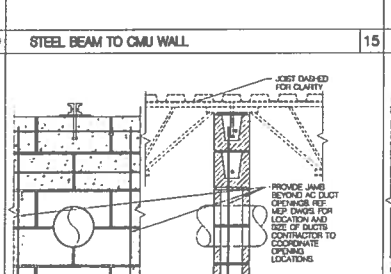
STEEL BEAM TO CMU WALL | 15



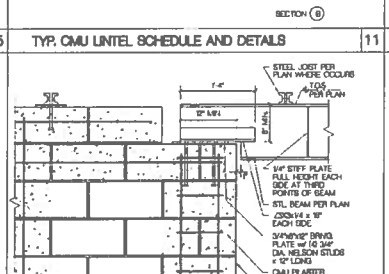
TYP. ATTACHMENT OF CMU TO ROOF. STRUCT. | 7



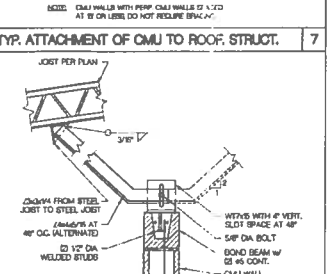
TYPICAL CMU CONTROL JOINT (C.J.) | 20



TYP. MASONRY OPENING AT AIR DUCT | 16



STL. BM. TO CMU PILASTER CONNX | 12



TYP. ATTACHMENT OF CMU TO ROOF. STRUCT. | 8

STATE OF TEXAS
W. B. HINOJOSA
83225
REGISTERED PROFESSIONAL ENGINEER

DATE	REVISION	CKD.	MADE	APPD

DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #6908
3100 WEST ALABAMA HOUSTON TEXAS 77098 (713) 529-8570

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

HINOJOSA ENGINEERING, INC.
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105 N. 10TH ST. MCALLEN, TEXAS
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DESIGNED BY: WBH, AT
DRAWN BY: TM
APPROVED BY: WBH, AT
DATE: JANUARY 6th, 2012
SCALE:
SHEET NO. S1.4
JOB NO. 10-171

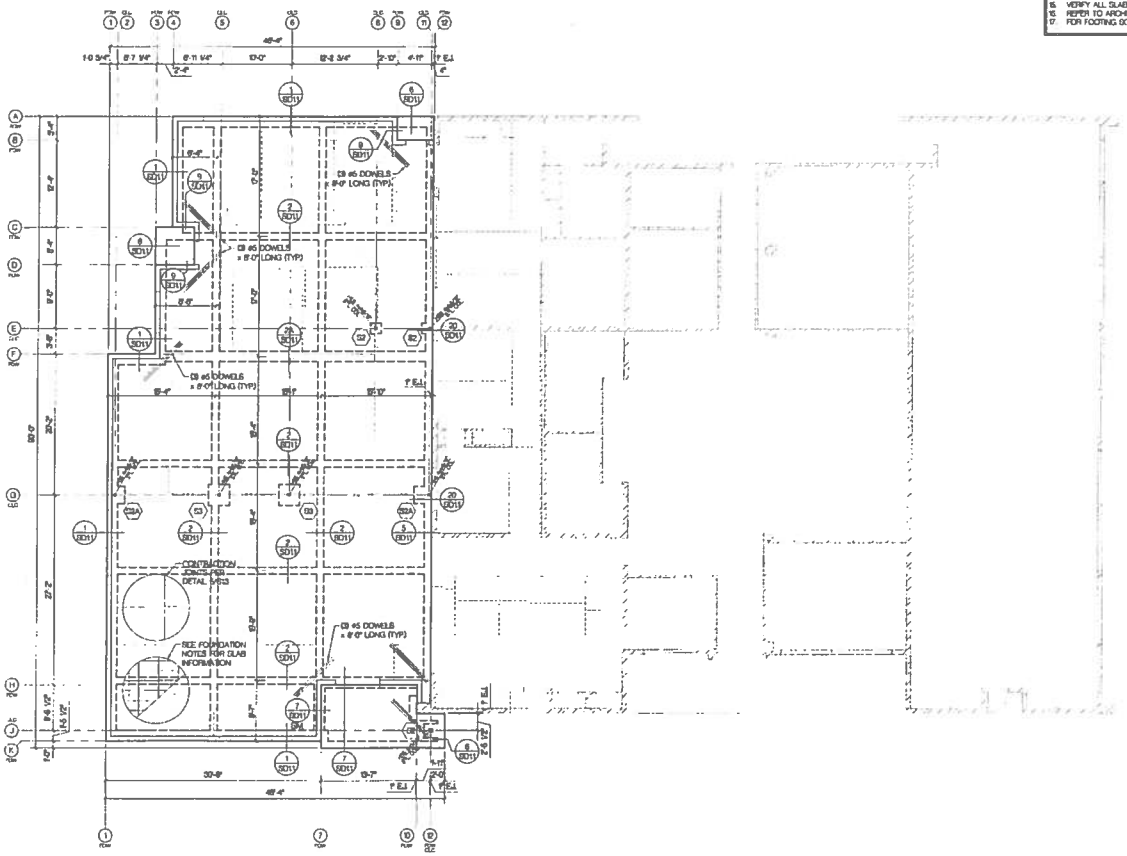
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FOUNDATION NOTES

1. FOR GENERAL NOTES SEE SHEET S11 & S.2
2. FOR TYPICAL DETAILS NOT REFERENCE IN PLAN SEE SHEET S13 & S14
3. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ ENGINEER BEFORE THE WORK HAS BEGUN
4. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS
5. REFER TO ARCHITECTURAL PLANS FOR FLOOR DRAINS.
6. 6" THK. SLAB ON GRADE w/ #4 AT 18" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 15 MIL STEGO WRAP OVER APPROVED COMPACTED FILL
7. SLAB CONTRACTION JOINT, SEE DETAIL 6/S12
8. FOR DROP IN SLAB ON GRADE, REFER TO DETAIL 1/S13
9. [redacted] INDICATES 18" LONG DMU PILASTER ON PLANS
10. FOR TYPICAL THICKEN SLAB UNDER DMU WALL REFER TO DETAIL 3/S13
11. FOR TYPICAL THICKEN SLAB UNDER DMU WALL WITH DEPRESSED SLAB, REFER TO DETAIL 6/S13
12. FOR 8"x8" DMU PILASTER, SEE DETAIL 14/S12
13. [redacted] INDICATES 1 1/2" DEPRESSION FROM ELEVATION WHICH ALL PLANS FOR EXTENT AND LOCATION
14. REFERENCE FRAMING PLANS FOR DMU WALL REINFORCEMENT
15. VERIFY ALL SLAB DEPRESSIONS w/ ARCH. PLANS FOR EXTENT AND LOCATION
16. REFER TO ARCHITECTURAL FOR SLOPE OF SLAB AT EXTERIOR CANOPY
17. FOR FOOTING SCHEDULE, REFER TO DETAIL 9/S01

FOUNDATION SUBGRADE

1. PREPARATION OF EXISTING GROUND
   ALL AREAS TO SUPPORT SELECT FILL SHALL BE STRIPPED OF ALL VEGETATION AND/OR ORGANIC MATTER.
   MINIMUM DEPTH OF REMOVAL: 12 INCHES
   EXTEND BEYOND BUILDING FOOT PRINT: 5 FEET
   REMOVE THE EXISTING SUBGRADE SOILS DOWN TO A MINIMUM ELEVATION OF: 97.87' OR UNTIL NATURAL SUBGRADE SOILS ARE EXPOSED WHICH EVER IS GREATER
   EXTEND BEYOND BUILDING FOOT PRINT: 5 FEET
   THE EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 12 INCHES AND MOISTURE CONDITIONED WITHIN OPTIMUM TO 03 PERCENT ABOVE OPTIMUM. THE SUBGRADE SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD MOISTURE DENSITY RELATION ASTM D-698 FOLLOWING COMPLETE CLEARING AND PREPARATION OF THE SITE FOR CONSTRUCTION THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE SITE TO DETERMINE THAT SATISFACTORY PREPARATION HAS BEEN ACCOMPLISHED
2. SELECT FILL MATERIAL
   THE FILL MATERIAL SHALL MEET THE REQUIREMENTS SOILS CLASSIFIED ACCORDING TO THE UNIFIED SOILS CLASSIFICATIONS SYSTEM AS SW SP, GW GC CL ML AND COMBINATIONS OF THESE SOILS. THE SOILS SHALL BE FREE OF ORGANIC MATTER SUCH AS SHRUBS OR BRANCHES SOILS CLASSIFIED AS OH MH CH OL AND PT UNDER USES ARE NOT CONSIDERED SUITABLE FOR USE AS SELECT FILL MATERIALS AT THIS SITE.
   * FINISH FLOOR SHALL BE 18" MINIMUM ABOVE TOP OF CURB ELEVATION OR 18" MINIMUM ABOVE CROWN OF STREET, OR AS INDICATED ON CIVIL DRAWINGS.
   INCREASE INDICATED AMOUNT OF FILL AS REQUIRED TO ACHIEVE MOST EFFICIENT REQUIREMENTS
   MINIMUM AMOUNT OF SELECT FILL: 12 INCHES
   PLASTICITY INDEX: BETWEEN 8 AND 20
   MAXIMUM LIQUID LIMIT: LESS THAN 40
   NO ORGANIC OR OTHER PERISHABLE MATERIAL
   NO STONES LARGER THAN TWO: 12 INCHES
3. PLACING SELECT FILL
   FILL LIFTS: NOT EXCEEDING 8 INCHES LOOSE MEASUREMENT
   MINIMUM AMOUNT OF SELECT FILL: 18 INCHES
4. COMPACTION OF SELECT FILL
   MOISTURE: WITHIN OPTIMUM TO 03 PERCENT ABOVE OPTIMUM MOISTURE CONTENT
   COMPACTION: 95 PERCENT MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D698
5. COMPACTION TESTING
   ATTENDING LIMITS: ONE AT A RATE OF 1000 CUBIC YARDS.
   COMPACTION: ONE TEST PER 2000 SQUARE FEET PER LIFT
   MINIMUM OF 5 PER LIFT
6. THE SOILS ENGINEER SHALL BE THE OWNERS REPRESENTATIVE TO CONTROL THE PLACEMENT OF COMPACTED FILL THE SOILS ENGINEER SHALL APPROVE THE SUB-GRADE PREPARATION THE FILL MATERIALS THE METHOD OF PLACEMENT AND COMPACTION, SHALL GIVE WRITTEN APPROVAL OF THE COMPLETED FILL
7. THE SOILS REPORT/FOUNDATION INVESTIGATION BY RQ IS CONSIDERED A PART OF THESE PLANS AND SHALL BE COMPLIED WITH BY THE CONTRACTOR ALL EARTHWORK AND GRADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE FOUNDATION INVESTIGATION OR PER NOTES 1 THRU 4 ABOVE WHICHEVER HAS THE MOST STRINGENT REQUIREMENTS
8. IN THE EVENT FOUNDATION EXCAVATIONS ARE CARRIED TO A DEPTH GREATER THAN REQUIRED, THE ADDITIONAL DEPTH SHALL BE FILLED WITH THE SAME CONCRETE AS THAT USED FOR FOOTING AT NO ADDITIONAL EXPENSE TO THE OWNER NO UNCONTROLLED FILL WILL BE PERMITTED
9. THE FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL AND STANDING WATER
10. THE FOUNDATION EXCAVATIONS SHOULD BE OBSERVED BY THE SOILS ENGINEER PRIOR TO STEEL OR CONCRETE PLACEMENT TO ASSESS THAT THE FOUNDATION MATERIALS ARE CAPABLE OF SUPPORTING THE DESIGN LOADS AND ARE CONSISTENT WITH THE MATERIALS DISCUSSED IN THE REPORT THIS IS ESPECIALLY IMPORTANT TO IDENTIFY THE ADEQUACY OF THE SUBGRADE OR FILL MATERIAL UNDER THE FOOTING BOTTOM LOOSE SOIL ZONES ENCOUNTERED AT THE BOTTOM OF THE FOOTING OR BEAM EXCAVATIONS SHOULD BE REMOVED TO THE LEVEL OF COMPETENT SOIL AS DIRECTED BY THE GEOTECHNICAL ENGINEER CAVINGS FORMED AS A RESULT OF EXCAVATION OF SOFT OR LOOSE SOIL ZONES SHOULD BE BACKFILLED WITH LEAN CONCRETE OR SELECT FILL AS DETERMINED BY THE GEOTECHNICAL ENGINEER
11. CARE SHOULD BE TAKEN TO SHAPE THE BUILDING AREAS SUCH THAT WATER WILL NOT POND AROUND THE STRUCTURE DURING CONSTRUCTION AND CAUSE THE NEAR SURFACE CLAYS TO SWELL THE PROPOSED STRUCTURE SHALL BE ISOLATED FROM ANY MOISTURE SOURCE WHICH MIGHT ALSO CAUSE SWELLING OF THE CLAYS AFTER COMPLETION OF THE CONSTRUCTION
12. WHEN THE STRUCTURE IS COMPLETE, THE GROUND SURFACE SHOULD SLOPE AWAY FROM THE STRUCTURE AND DOWN SPOUTS SHOULD CARRY RUNOFF WATER SEVERAL FEET FROM THE BUILDING PREFERABLY INTO PAVED AREAS OR SEWERS BEFORE DISCHARGING
13. DO NOT PLANT OR LEAVE IN PLACE DEEP ROOTED TREES WITH IN PROXIMITY TO THE PERIMETER OF THE STRUCTURE DEEP ROOTED TYPES HAVE POTENTIAL TO REMOVE MOISTURE FROM BENEATH THE BUILDING IF PLANTED CLOSE ENOUGH TO ALLOW THE ROOT BULB EXTEND NEAR OR BENEATH THE BUILDING
14. AIR CONDITIONING CONDENSER DRAIN LINES TO DISCHARGE WATER A MINIMUM OF 5 FEET FROM THE PERIMETER OF THE STRUCTURE. THE DISCHARGE AREA SHALL HAVE SUFFICIENT SLOPE AWAY FROM THE STRUCTURE TO PREVENT STANDING WATER



1 FOUNDATION PLAN
SCALE: 1/8"=1'-0"

STATE OF TEXAS
M. R. HINOJOSA
83278
REGISTERED PROFESSIONAL ENGINEER
10-04-12

DATE	REVISION	CKD.	MADE	APPD

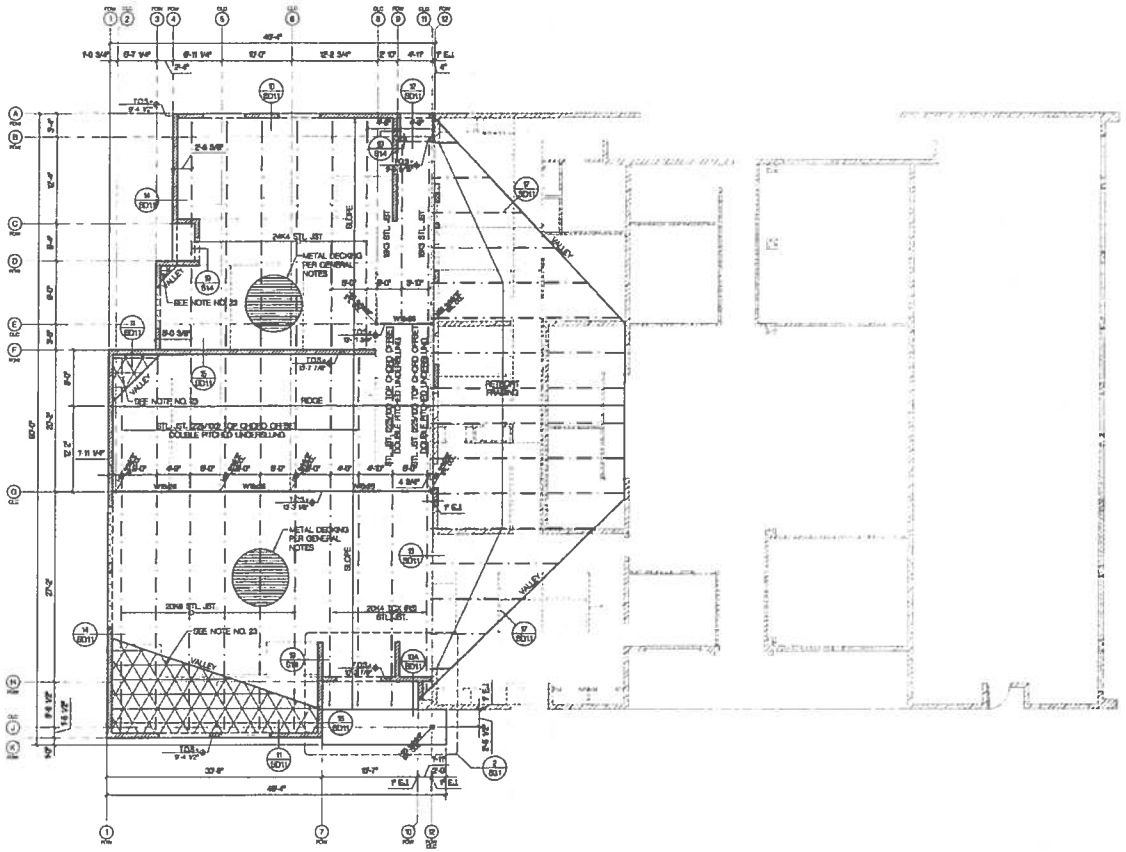
DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #5996
3100 WEST ALABAMA HOUSTON, TEXAS 77098 (713) 520-6570

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

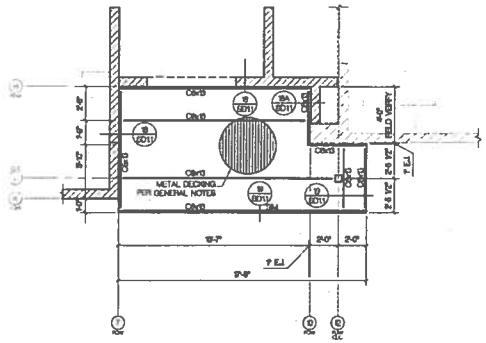
HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
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108 N. 10TH ST. EDINBURG, TEXAS
(956) 383-4900 FAX (956) 383-4904
e-MAIL: hinojosa@hinojosaeng.com
TBPE FIRM REG. NO. F-2162 TBPLS FIRM REG. NO. 10018100

DESIGN BY: RHJ, JT	DATE: JANUARY 04, 2012	SHEET NO. S2.1
DRAWN BY: TR		
APPROVED BY: RHJ, JT	SCALE:	JOB NO. 09-177

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



2 PARTIAL FRAMING PLAN
SCALE: 1/4"=1'-0"

FRAMING NOTES

1. FOR GENERAL NOTES SEE SHEET S11 AND S12
2. FOR TYPICAL DETAILS SEE SHEET S13 AND S14
3. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS.
4. SEE ARCHITECTURAL ROOF PLAN FOR ROOF HATCHES.
5. JOIST MANUFACTURER TO VERIFY THE MINIMUM ROW OF BRIDGING AND BRIDGING SIZE, AS REQUIRED BY EOR.
6. STEEL BEAM TO STEEL COLUMN CONNECTION PER DETAIL 1/S613
7. STEEL BEAM TO STEEL BEAM CONNECTION PER DETAIL 16/S13
8. ALL STEEL COLUMN SHALL BE HSS 5x5x5/16 U.N.O. ON PLANS.
9. WHERE STEEL JOIST IS SUPPORTED BY A STEEL COLUMN, SEE DETAIL 3/S613
10. PERIMETER BLOCKING IN ROOF AND AT MECHANICAL UNITS, SEE DETAIL 20/S13
11. [illegible] INDICATES 8" CMU WALL WITH #8 @ 8" AT 32" OC. AND (1) #5 @ 8" AT 48" O.C. U.N.O. VERIFY CMU WALLS THICKNESS WITH ARCHITECTURAL PLANS. 8" CMU WALLS SHOWN ON STRUCTURAL PLANS ARE MIN. THICKNESS AND GOVERN OVER ARCHITECTURAL DRAWINGS.
12. [illegible] INDICATES CMU LINTEL (NOT ALL LINTELS ARE SHOWN), SEE DETAIL 11/S614
13. W4-6 IS STEEL JOIST IS SUPPORTED BY A STEEL BEAM SEE DETAIL 17/S13
14. FOR CMU WALL BRACE TO ROOF STRUCTURE, SEE DETAIL 7 & 8/S614
15. ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED.
16. FOR CMU WALLS EXTENDING TO THE UNDERSIDE OF ROOF DECK, SEE DETAIL 9/S614
17. PROVIDE CMU LINTEL WHERE MECH. DUCT PENETRATES CMU WALL, SEE DETAIL 15/S614
18. ALL LOOSE LINTEL ANGLES & SHELF ANGLES SHALL BE 3/8x6x8" HOT DIPPED GALV.
19. FOR 8" CMU PILASTER, SEE DETAIL 14/S614
20. PROVIDE 1/4" THK x 6" WIDE JOINT, BENT PLATE OVER RIDGES, VALLEYS & HIPS
21. CONTRACTOR TO COORDINATE ALL RTU OPENINGS AND DUCT WORK WITH JOIST MANUFACTURER. USE DOUBLE JOIST TO SUPPORT RTU
22. CANOPY STRUCTURE AND CONNECTIONS PER MANUFACTURER. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
23. REFER TO SYSTEM OVER NEW ROOF STRUCTURAL SYSTEM, REFERENCE ARCHITECTURAL DRAWINGS FOR SLOPE AND EXTENT.

1-04-13

STATE OF TEXAS
W. R. HINOJOSA
85275
LICENSED PROFESSIONAL ENGINEER

DATE	REVISION	CKD.	MADE	APPD

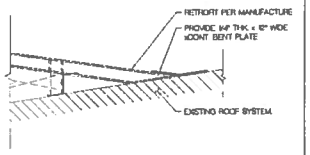
DANNENBAUM
ENGINEERING COMPANY · HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #9998
3160 WEST ALABAMA · HOUSTON, TEXAS 77098 (713) 589-8010

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

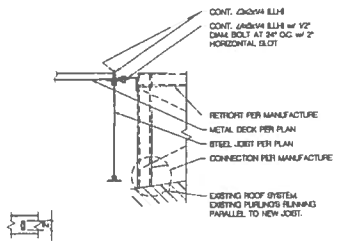
HINOJOSA ENGINEERING, INC.
STRUCTURAL CONSULTING
1201 N. 10TH ST. · MCALLEN, TEXAS
(956) 631-4545 FAX (956) 631-4574

DRAWN BY: RG, AT	DATE: JANUARY 04, 2013	SHEET No. S3.1
CHECKED BY: WH		
APPROVED BY: RHJ, AT	SCALE:	JOB NO. 12-171

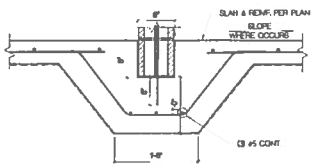
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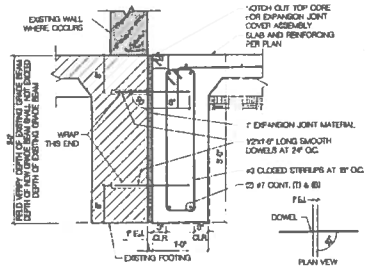
STEEL JOIST TO CMU WALL | 17



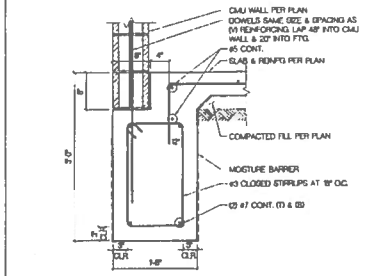
MTL. DECK TO STEEL JOIST | 13



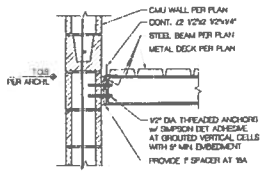
THICKEN SLAB AT EXT. WALLS | 9



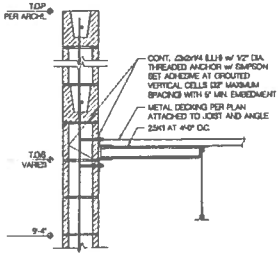
GRADE BEAM AT EXPANSION JOINT | 5



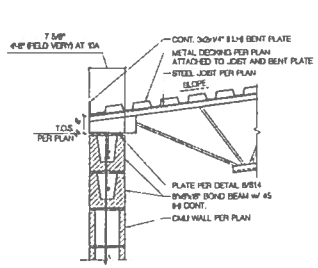
EXTERIOR GRADE BEAM | 1



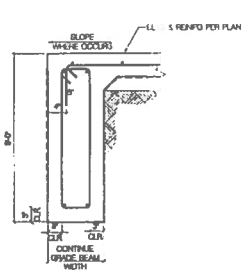
ENTRANCE CANOPY FRAMING | 18A | 18



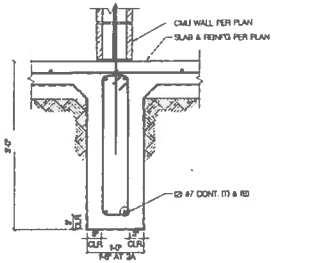
STEEL JOIST TO CMU WALL | 14



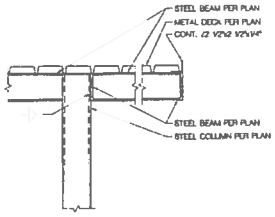
STEEL JOIST TO CMU WALL | 10A | 10



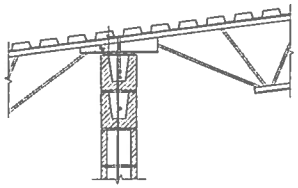
GRADE BEAM AT ENTRANCE | FOR ADDITIONAL INFO SEE DETAIL 1/SD11 | 6



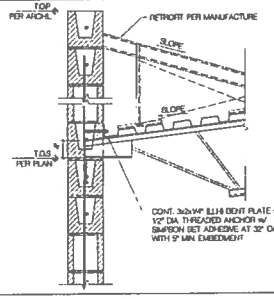
INTERIOR GRADE BEAM | FOR ADDITIONAL INFO SEE DETAIL 1/SD11 | 2A | 2



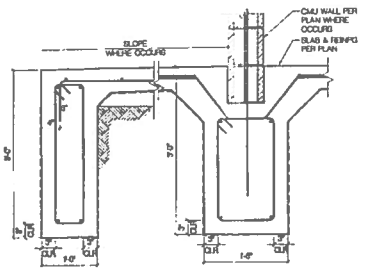
ENTRANCE CANOPY FRAMING | 19



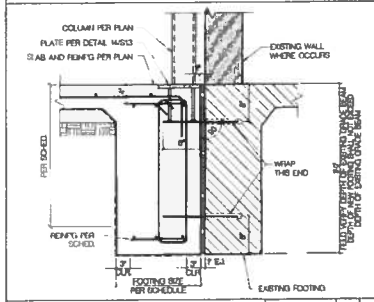
STEEL JOIST TO CMU WALL | 15



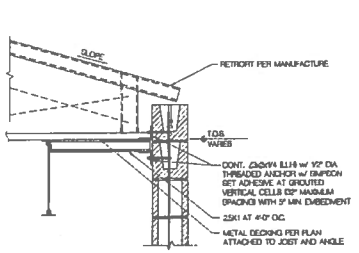
STEEL JOIST TO CMU WALL | 11



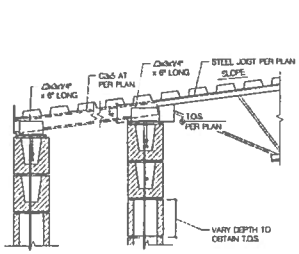
GRADE BEAM AT ENTRANCE | FOR ADDITIONAL INFO SEE DETAIL 1/SD11 | 7



FOOTING AT STEEL COLUMN | FOR ADDITIONAL INFO SEE DETAIL 1/SD11 | 20



STEEL JOIST TO CMU WALL | 16

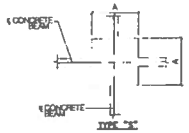


STEEL JOIST TO CMU WALL | 12

FOOTING SCHEDULE

TYPE	A	B	C	D	REMARKS
S2	2'-0"			3'-0"	#12 @ 6" C.C. E.W. TOP & BOTT.
S2A	2'-6"			3'-0"	#16 @ 12" W. TOP & BOTT.
S3	3'-0"			3'-0"	#16 @ 12" C. E.W. TOP & BOTT.

NOTES: 1. D = FOOTING DEPTH BELOW FINISH FLOOR.
2. FOOTING DIMENSIONS ARE FOR BIDDING PURPOSES ONLY. ACTUAL DIMENSION MAY VARY.
3. PROVIDE UNIT PRICE (ON A CUBIC YARD BASIS) FOR REINFORCED (#30 @ 12" O.C. E.W. TOP & BOTT.) WIDE CONCRETE FOOTINGS



FOOTING SCHEDULE | 8

DATE	REVISION	CHKD.	MADE	APPD

DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #8988
3100 WEST ALABAMA HOUSTON, TEXAS 77098 (713) 529-0470

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
100 N. 10TH ST. EDINBURG, TEXAS 78539
PHONE: (956) 383-9452 FAX: (956) 383-9453
E-MAIL: hinojosa@hinojosaeng.com
TEXAS REGISTERED ENGINEERING FIRM F-2393

DESIGNED BY: TB | DATE: JANUARY 24, 2018
DRAWN BY: TB
APPROVED BY: WM. AT | SCALE:
SHEET NO. SD1.1
JOB NO. 17-771

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PURCHASING DEPARTMENT
County Of Hidalgo

July 5, 2012

RE: ADDENDUM NO.2
FOR BID No.:2012-021A-07-03-MSS
"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2,** in connection with **HIDALGO COUNTY** request for bid for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas".**

Please add this **ADDENDUM NO. 2** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice by no later than Friday, July 6, 2012 at 5:00 P.M. via fax to (956) 686-1822 or via e-mail mayra@rgvrepro.com .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 682-3677.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas".**

Thank you for your prompt attention to this matter.

Martha L Salazar **BY:** _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

_____
COMPANY NAME
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 2

July 5, 2012

"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"
Bid No.: 2012-021A-07-03-MSS
Extended New Bid Opening Date: July 11, 2012

Please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **2012-021A-07-03-MSS** that the following changes be made a part of your bid packet.

1. Please find the following revised drawings attached herewith: M1, M3, E1, E2, E4, P1, P2, P3, and COMcheck.
2. Please find the Bid Form attached herewith.
3. Clarification: All floors shall be VCT with the exception of Ceramic Tile in Restrooms.
4. Clarification: The brand name for ceiling tiles listed in both the plans and specifications are acceptable.

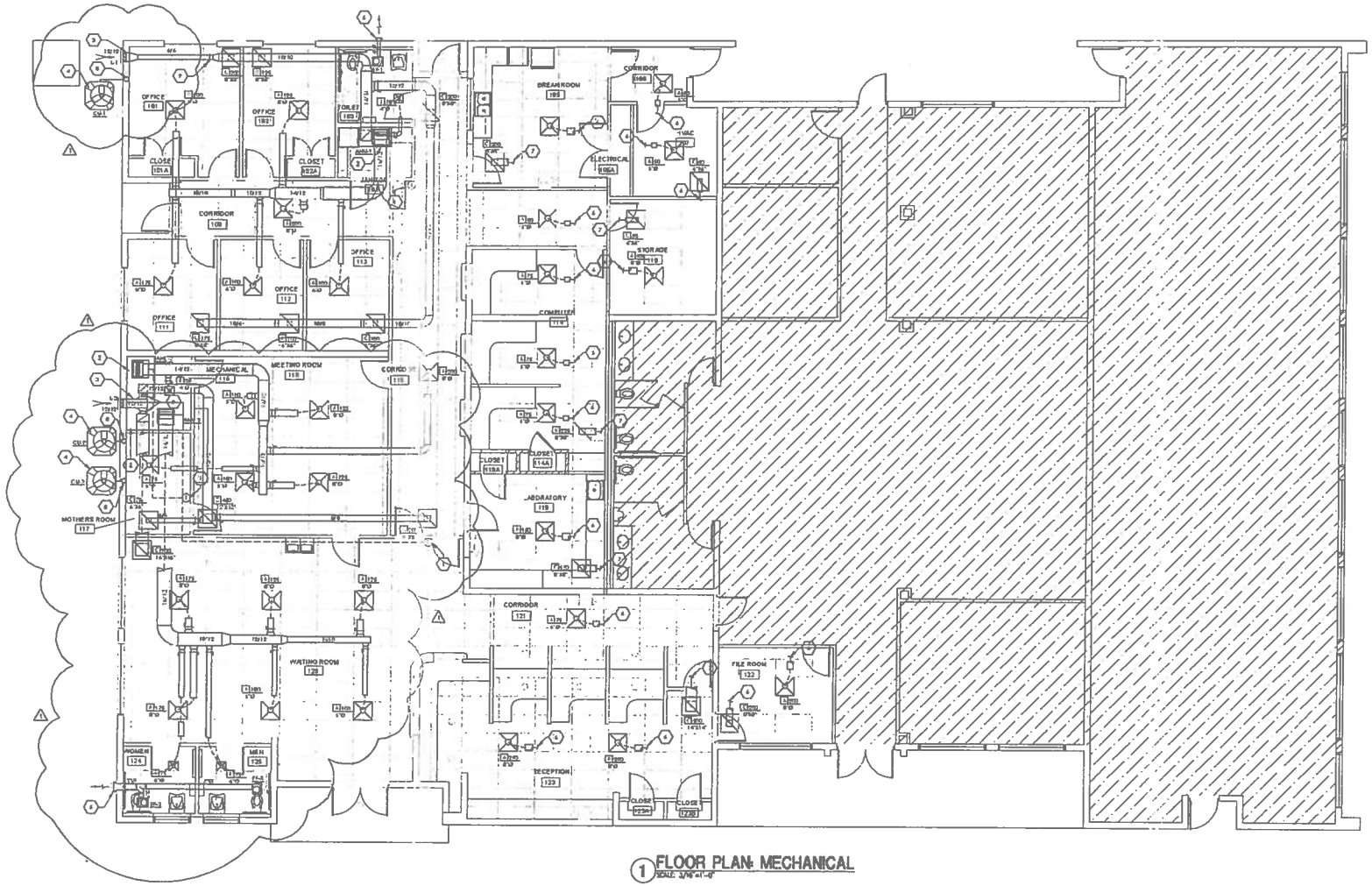
All Bid sealed envelopes shall be identified with the correct project No. **Bid: 2012-021A-07-03-MSS**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, July 5, 2012, for Bid-**2012-021A-07-03-MSS** - **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"**

_____ _____
Printed Bidder Name Date

_____
Company Name

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....



1 FLOOR PLAN: MECHANICAL
SCALE: 3/16"=1'-0"

KEYED NOTES: MECHANICAL

1. CONTROL FOR A/C UNIT WILL BE BY MEANS OF A 24 VOLT 3 WAY PROGRAMMABLE THERMOSTAT WITH HEAT/OFF/COOL AND FAN ON-AUTO CAPABILITIES SHOWN ON A SIMILAR REPLAY. MOUNT THERMOSTAT AT 48" ABOVE FINISHED FLOOR. PROVIDE WITH LEXAN CLEAR PLASTIC COVER
2. MOUNT UNIT OVER A 28" INCH TREATED WOOD PLATFORM W/ SEAL PLATFORM W/CAULK
3. 12"X18" DUCT FROM LOUVER TO RETURN AIR DUCT
4. PLACE CONDENSING UNIT ON A 4" THICK CONCRETE HOUSEKEEPING PAD
5. EXHAUST DUCT TO TERMINATE IN WALL CAP
6. TIE IN NEW DIFFUSERS TO EXISTING SUPPLY VIA ROUND DUCT SIZED SAME AS EXISTING NECK SIZE.
7. TIE IN NEW RETURN GRILLE TO EXISTING RETURN DUCT WORK.
8. SOME LINES UP THROUGH WALL ABOVE CEILING AND OVER TO RESPECTIVE AIR HANDLER SEAL ANY BUILDING PENETRATIONS WEATHER TIGHT.
9. PROVIDE W/ MOTORIZED DAMPER W/ OPEN/CLOSE OPERATION AND OPEN POSITION TO BE SET TO WHERE SCHEDULED AMOUNT OF AIR FOR MIN. 8 DRAWN THROUGH DAMPER TO BE ACTUATED TO THE MIN. F POSITION ONLY WHEN COMPRESSOR OR HEATER IS ENERGIZED & ACTUATED TO THE CLOSED POSITION @ ALL OTHER TIMES

04/05/12

TRINITY
MEP ENGINEERING
2223 West Loop S Dr Ste A | Houston, TX 77027
p 832 912 0202 | f 832 351 6760
www.trinitymep.com | Copyright 2012
Texas Registered Engineering Firm - F13202
Project number 104.08

STEVEN LLOYD McFARLAND
TEXAS R.A. No. 19734
DATE: APRIL 2012

DATE	REVISION	CHD	MARK	APPD
4.26.2012	1 ADDENDUM #1	LM		

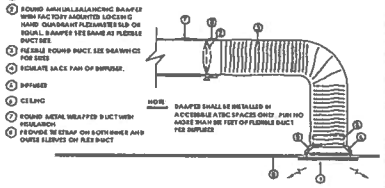
DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
TBPE FIRM REGISTRATION # 2295
3100 WEST ALABAMA HOUSTON, TEXAS 77098 (713) 529-0576

EDINBURG WIC OFFICE
HIDALGO COUNTY PRECINCT 3

M1

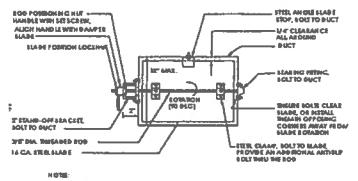
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DRAWN BY: TRINITY		
APPROVED: LM	SCALE: AS SHOWN	JOB NO. 10402

01



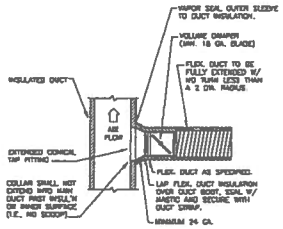
DIFFUSER RUN OUT DETAIL
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02



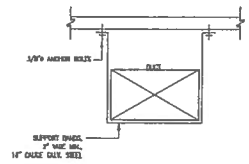
MANUAL DAMPER DETAIL
NO SCALE
(ADJUSTABLE SINGLE BLADE BALANCING TYPE)

03



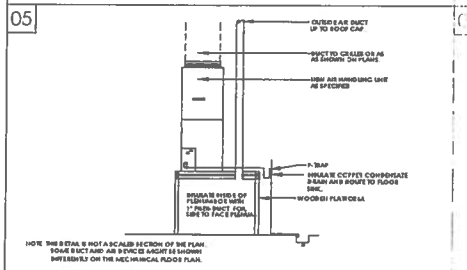
SPIN TAP DETAIL
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04



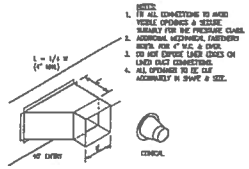
TYPICAL DUCT HANGER
NO SCALE

05



AHU WITH DUCTED RETURN
NO SCALE

06



BRANCH CONN. DETAIL
NO SCALE

07

08

LOUVER SCHEDULE

TAG	L-1	L-2
TYPE	INTAKE	INTAKE
SERVICE	AHU-1	AHU-2
DETAILS AND ACCESSORIES		
AIR CFM	900	1,620
LENGTH (IN)	72	72
HEIGHT (IN)	72	72
FREE AREA (SQ FT)	0.35	0.81
VELOCITY (FPM)	400 fpm	400 fpm
FINISH	EXHAUST	EXHAUST
SCREENED SCREENS	MIN MESH	MIN MESH
DAMPER ACTUATED	NO	NO
BORDER STYLE	FLANGE TYPE	FLANGE TYPE
MANUFACTURER	GREENHECK	GREENHECK
MODEL	ESD-402	ESD-402
NOTES	1	1

NOTES
1. COLOR TO BE SELECTED BY ARCHITECT

FAN SCHEDULE

TAG	EF-1,2,3
SERVICE	RR's
LOCATION	CEILING
FAN PROPERTIES	
CFM	75
FAN RPM	900
LISTED SP (IN WG)	0.15
FAN POWER	64 W
VOLTS/PHASE	120/1
SOUND LEVEL	5.5 SONES
ROOF CURB	N/A
MANUFACTURER	GREENHECK
MODEL	SP-A80
WEIGHT	9 lbs
NOTES	1,2,3,4

NOTES
1. PROVIDE FAN SPEED CONTROL.
2. PROVIDE WALL MOUNTED DISCONNECT.
3. PROVIDE WALL MOUNTED SWITCH
4. PROVIDE BACK DRAFT DAMPER.

AIR HANDLING UNIT SCHEDULE

TAG	AHU-1	AHU-2	AHU-3
TYPE	CONST VOLUME	CONST VOLUME	CONST VOLUME
FLOW CONFIGURATION	VERTICAL	VERTICAL	VERTICAL
AREA SERVED	OFFICES	MEETING	WAITING
SUPPLY FAN			
SUPPLY CFM	900	1620	1620
MIN. OUTSIDE AIR (CFM)	900	810	1,620
EXT STATIC PRESS IN WC	0.5	0.5	0.5
SUPPLY FAN HP	1/2 HP	1/2 HP	1/2 HP
COOLING COIL			
ENTERING AIR DB/WB (°F)	77.3/64	76.1/63.3	75.4/64.7
LEAVING AIR DB/WB (°F)	55.7/54.3	55.8/54.5	54.9/54.1
TOTAL/SENSIBLE CAPACITY (MBH)	36/31	19/14	30/25
AMBIENT AIR DB/WB (°F)	95/78	95/78	95/78
HEATING SECTION			
HEATER TYPE	Gas	Gas	Gas
HEAT INPUT/CAPACITY	6.77 BTU/H	3.6 BTU/H	7.2 BTU/H
LEAVING AIR DB/RANGE (°F)	~85 TO	~85 TO	~85 TO
DETAILS AND ACCESSORIES			
VOLTAGE/PHASE	208/1	208/1	208/1
MCA/MOCP	20/40	15/25	40/60
NO. FAN SPEEDS	FIVE	FIVE	FIVE
MANUFACTURER	TRANE	TRANE	TRANE
MODEL	CAA48A3B0	CAA24A3B4	CAA36A3B4
NOMINAL UNIT/SEER/TON/HSPF	2.5 TONS	2.0 TONS	3.0 TONS
SHIP WEIGHT	188 lbs	156 lbs	175 lbs
NOTES	ALL	ALL	ALL

CONDENSING UNIT SCHEDULE

TAG	CS-1	CS-2	CS-3
CONDENSING UNIT ELECTRICAL			
VOLTAGE/PHASE	208/1	208/1	208/1
MCA/MOCP	17/20	9/15	19/30
DETAILS AND ACCESSORIES			
MIN. MATCHED SYSTEM EFFICIENCY	14 SEER	16 SEER	16 SEER
MULTI-CAPACITY COMPRESSOR(S)	NO	NO	NO
AMBIENT AIR DEG F	105	105	105
MANUFACTURER	TRANE	TRANE	TRANE
MODEL	4TTR3F30	4TTR3F24	4TTR3F36
NOMINAL UNIT/SEER/TON/HSPF	2.5 TONS	2.0 TONS	3.0 TONS
SHIP WEIGHT	220 lbs	186 lbs	275 lbs

NOTES:
1. PROVIDE WITH SINGLE CIRCUITING KIT (FOR HEATERS REQUIRING MORE THAN ONE CIRCUIT)
2. TRANE, CARRIER, YORK, LENNOX APPROVED MANUFACTURERS.

GRILLES/REGISTERS/DIFFUSERS SCHEDULE

TAG	A	B	C
SERVICE TYPE	SUPPLY	SUPPLY	RETURN
TYPICAL PROPERTIES			
FACE SIZE	24"x24"	12"x12"	24"x24"
NECK SIZE	SEE PLANS	SEE PLANS	SEE PLANS
MOUNTING SURFACE	CEILING	CEILING	CEILING
DETAILS AND ACCESSORIES			
DAMPER TYPE	NONE	NONE	NONE
AAC FILTER	NO	NO	NO
COLOR FINISH	WHITE	WHITE	WHITE
MATERIAL	STEEL	STEEL	ALUMINUM
MANUFACTURER	PRICE	PRICE	PRICE
MODEL	SCD	SCD	SD
NOTES			

NOTE:

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Project number 1241.00

05/25/12

STATE OF TEXAS
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STEVEN LLOYD MCFARLAND
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ENGINEER

STEVEN LLOYD McFARLAND
TEXAS R.A. No. 103734
DATE: APRIL 23 12

DATE	REVISION	CHD	MARK	APPD
6.25.2012	ADDENDUM #1	LJM		

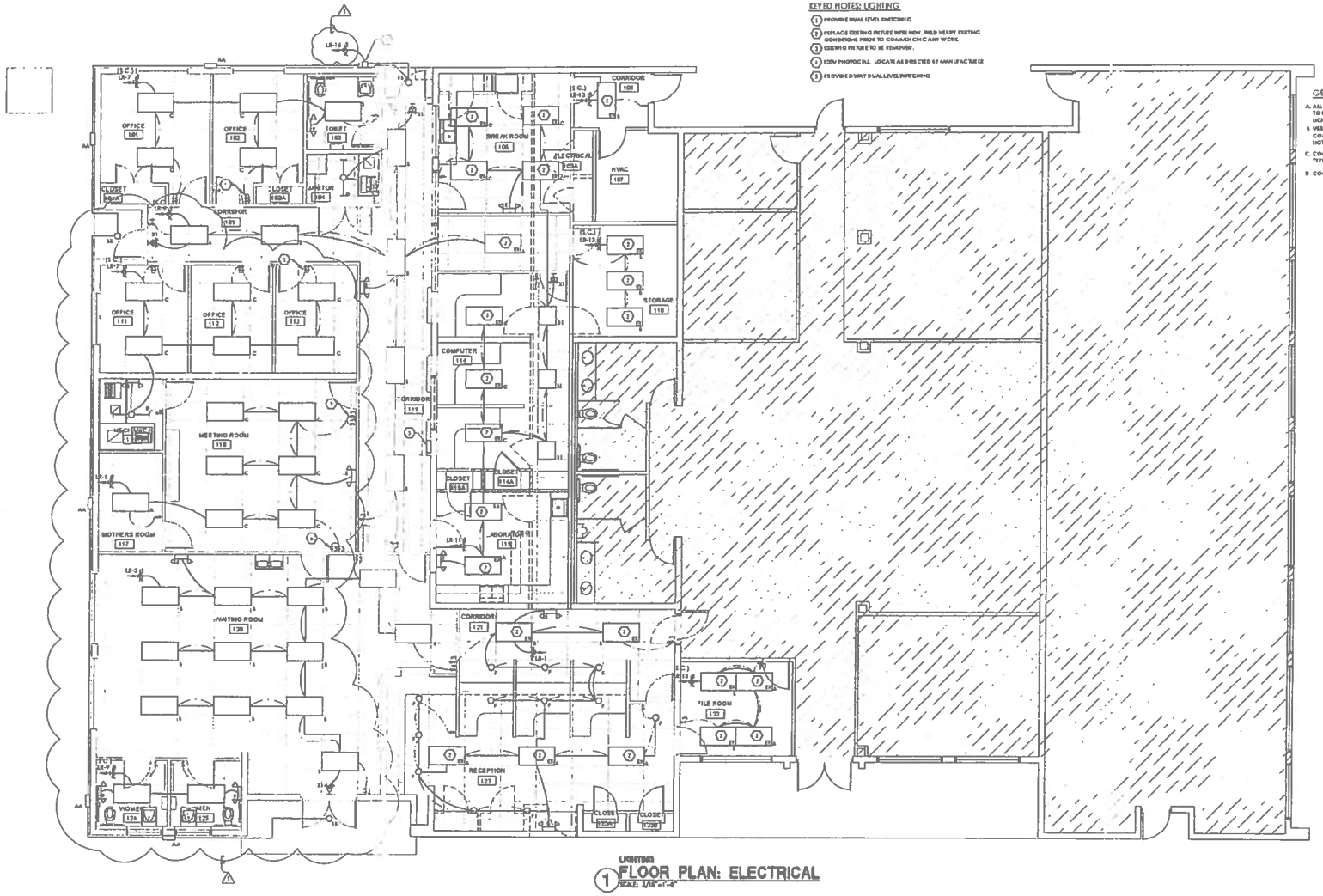
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EDINBURG WIC OFFICE
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M3

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CHECKED BY: TRINITY		
APPROVED: LJM	SCALE: AS SHOWN	JOB NO: 10-103

Check dimensions before scaling drawings. Dimensions govern over scale. Refer to Architectural drawings for reduced plans



LIGHTING
1 FLOOR PLAN: ELECTRICAL
SCALE: 1/16" = 1'-0"

KEYED NOTES: LIGHTING

1. PROVIDE DUAL LEVEL SWITCHING.
2. REPLACE EXISTING FIXTURE WITH NEW. FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
3. EXISTING FIXTURE TO BE REMOVED.
4. 120V PHOTOCELL. LOCATE AS DIRECTED BY MANUFACTURER
5. PROVIDE 3 WAY DUAL LEVEL SWITCHING

GENERAL NOTES: LIGHTING

A. ALL EXIT FIXTURES TO HAVE BATTERY BACK UP LIGHT FIXTURE SHALL BE CONNECTED TO UNSWITCHED OR NON-DIMMING HOT LEG OF SAME VOLTAGE PHASE OF LOCAL LIGHTING CIRCUIT BY SPACE.

B. VERIFY CEILING TYPES AND COORDINATE WITH FIXTURE TYPE. LIGHT FIXTURE SHALL BE COMPATIBLE WITH CEILING TYPE AS INDICATED ON THE ARCHITECTURAL DOCUMENTS NOTIFY ENGINEER IF DISCREPANCIES EXIST PRIOR TO ORDERING FIXTURES

C. COORDINATE EXACT ROUTING OF ALL CONDUIT ABOVE CEILING IN BUILDING TYPICAL FOR ALL BUILDING EXTERIOR LIGHTING

D. COORDINATE LOCATION OF LIGHTS WITH SPRINKLERS AND GRILLS

08/29/12

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STEVEN LLOYD McGARR #91737
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DATE APRIL 2012

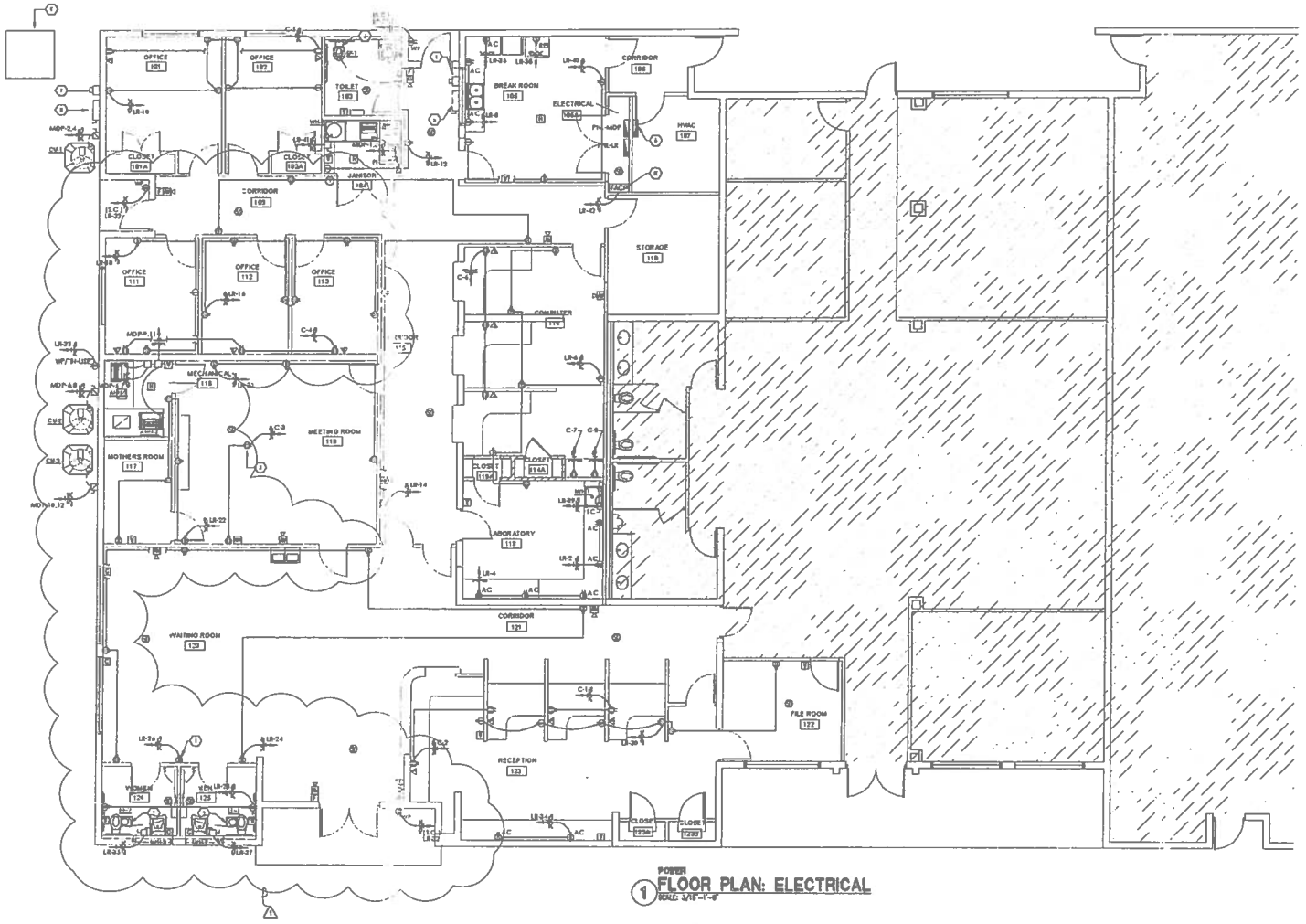
DATE	REVISION	CHD	MADE	APPD
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E1

DRAWN BY: TRINITY	DATE: JUNE 28, 2012	SHEET NO
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APPROVED: LM	SCALE: AS SHOWN	JOB NO 12408



POWER
1 FLOOR PLAN: ELECTRICAL
SCALE: 3/16"=1'-0"

GENERAL NOTES: ELECTRICAL

A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF ALL POWER SOURCE WIRING IN ACCORDANCE WITH ARCHITECTURAL ELEVATIONS

B. PROVIDE CLEAR VANDAL COVER WITH STOPPER II OPTION FOR ALL FIRE ALARM PULL STATIONS.

C. EQUIPMENT AS FURNISHED OF A SINGLE MANUFACTURER

D. COORDINATE EXACT LOCATION OF ALL MECHANICAL EQUIPMENT IN ACCORDANCE WITH MECHANICAL DRAWINGS TO MEET ELECTRICAL AND MECHANICAL REQUIRED CLEARANCE BY THE LATEST

E. FURNISH DUCT SMOKE DETECTOR FOR RETURN DUCT. COORDINATE EXACT LOCATION IN ACCORDANCE MECHANICAL DRAWINGS

F. ALL DEVICES SHOWN ON DRAWINGS ARE DIAGRAMATIC ONLY. THE ENTIRE FIRE ALARM SYSTEM SHALL BE IN FULL COMPLIANCE AND MEET ALL CODES AND REQUIREMENTS OF THE LOCAL ADMINISTRATIVE AUTHORITY. ANY MODIFICATIONS REQUIRED TO PROVIDE COMPLIANCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ ENGINEER

G. FIRE ALARM SYSTEM HOLDER SHALL ASSUME ALL RESPONSIBILITY FOR DESIGN AND SUBMITTAL DRAWINGS TO JURISDICTION HAVING AUTHORITY AND ABIDE BY ALL OTHER REQUIREMENTS PER NFPA.

H. ELECTRICAL CONTRACTOR SHALL MAKE FINAL CONNECTION TO H.V.A.C. EQUIPMENT, PLUMBING EQUIPMENT, REFER TO PANEL SCHEDULE FOR WIRE SIZE

I. ELECTRICAL CONTRACTOR SHALL PROVIDE STARTER, RELAYS, CONTACTORS AND THE EQUIPMENT ELECTRICAL ACCESSORIES FOR MECHANICAL SYSTEM AS REQUIRED

J. COORDINATE EXACT LOCATION OF BOXED OUTLETS FOR COMPUTERS WITH OWNER

K. ELECTRICAL CONTRACTOR SHALL PROVIDE J-BOX AND CONDUIT FOR H.V.A.C. CONTROLS AND THERMOSTATS. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR

L. HOME RUN OUTLETS, REFER TO RESPECTIVE SHEETS AND COORDINATE WITH EQUIPMENT REQUIREMENTS PRIOR TO BID

M. CONTRACTOR SHALL COORDINATE ALL NEW WORK TO ENGAGE THE EXISTING AREAS PRIOR TO REMOVING EXISTING ELECTRICAL SERVICE EQUIPMENT.

KEYED NOTES: ELECTRICAL

(1) COORDINATE EXACT LOCATION WITH PLUMBER TO CONCEAL CORD BEHIND ELECTRIC DRINKING FOUNTAIN PRIOR TO ANY ROUGH-IN

(2) TO FIND ROOMS LIGHTING CIRCUIT WIRING SHALL BE #12, 18 KCG, 3/C.

(3) PROVIDE RECEPTACLE ABOVE CEILING FOR PROJECTOR CIRCUIT. PROVIDE 6' OF FLEX CONDUIT

(4) EXISTING ELECTRICAL SERVICE METER TO BE RELOCATED AND REPLACE.

(5) EXISTING ELECTRICAL SERVICE MAIN DISCONNECT, 400AMP, 120V, 3-PHASE TO BE REMOVED. EXISTING FEEDERS TO BE REMOVED

(6) EXISTING ELECTRICAL PANELBOARD, 400AMP, 120V, 3-PHASE TO REMAIN

(7) NEW ELECTRICAL SERVICE METER LOCATION. REFER TO ELECTRICAL RISER DIAGRAM

(8) NEW ELECTRICAL SERVICE MAIN DISCONNECT. REFER TO ELECTRICAL RISER DIAGRAM

(9) EXISTING POWER COMPANY UTILITY PAD MOUNT TRANSFORMER LOCATION. REFER TO ELECTRICAL RISER DIAGRAM

(10) PROVIDE MONITOR MODULE TO EXISTING FIRE ALARM CONTROL SYSTEM. FIELD VERIFY EXACT LOCATION PRIOR TO BID DATE.

06/26/12

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DATE	REVISION	CHD.	MADE	APPD
6.26.2012	ADDENDUM #1	LM		

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E2

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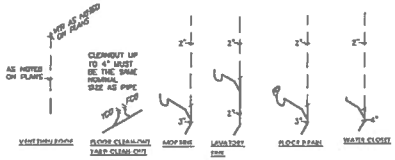
ORIGINAL SHEET SIZE IN INCHES FOR REDUCED PLANS

PANEL: MDP	AMP	LUGS	MAIN	VOLT
LOCATION:	800	MLO	1	208

LOAD SERVED	CKT #	LOAD EVA	SIZE	POLE	FEEDER/BRANCH CIRCUIT SIZE
AHU1	1	4	40	2	3#8, 1#10GD,3/4"C
	3	4			
AHU2	5	28	25	2	3#10, 1#10GD,3/4"C
	7	[illegible]			
AHU3	9	2	60	2	3#6, 1#10GD,1 [illegible]
-	11	[illegible]			
SPACE	13				-
SPACE	15				-
SPACE	17				-
SPACE	19				-
SPACE	21				-
SPACE	23				-
SPACE	25				-
SPACE	27				-
SPACE	29				-
EXISTING PANEL	31	64	400	3	3 SETS EACH 4#350KCMIL, 1#1/0GD, 4"C
-	33	64			
-	35	64			
PANEL LP	37	10	150	3	4#1/0, 1#6GD,2"C
-	39	15			-
-	41	12			-

LOADS	-	(EVA)
CONNECTED LOAD	-	227
RESERVE	0	0
TOTAL LOAD	-	227
TOTAL AMPS		629

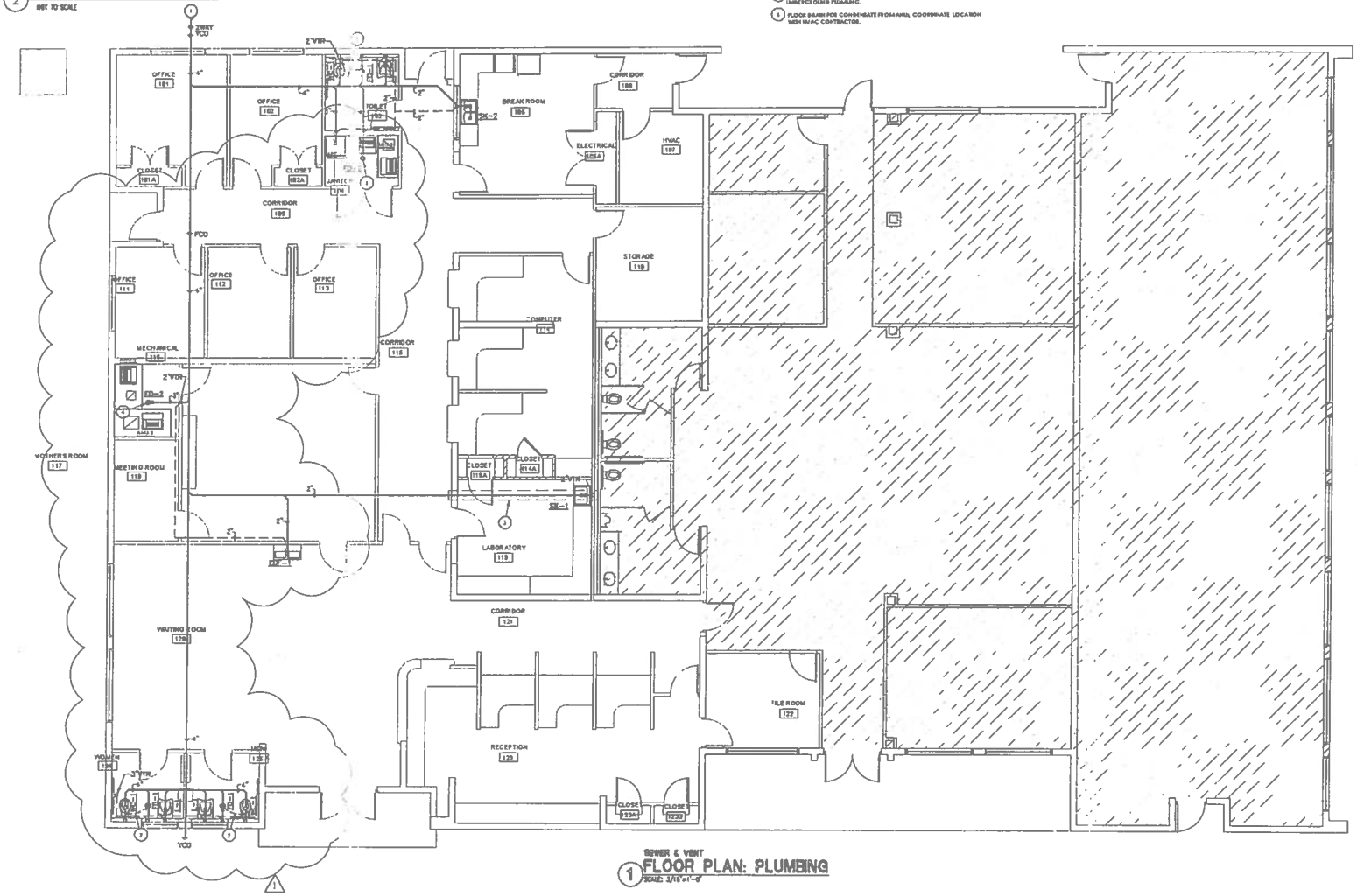
P1 3	P2 4
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SEWER & VENT
2 TYPICAL RISER SCHEMATICS
NOT TO SCALE

KEYED NOTES: PLUMBING

1. REFER TO CIVIL SITE PLAN FOR CONTINUATION OF PIPE. PLUMBING CONTRACTOR TO BE RESPONSIBLE FOR COORDINATION, VERIFICATION AND CONNECTION OF ALL UTILITIES TO SITE UTILITY STUB-OUTS.
2. 1/2" COPPER FROM TRAP PRIMER COVER WITH POLYETHYLENE SLEEVE "POLY SLEEVE" OR EQUAL. PROVIDE PLUMVALVE TRAP SEAL PRIMER EQUAL TO ZURN VSP-72-A. SEE DETAIL 06/P4
3. PLUMBER TO SAW-CUT THRU CONCRETE SLAB TO INSTALL ALL UNDERFLOOR PLUMBING.
4. FLOOR DRAIN FOR CONDENSATE FROM AHU, COORDINATE LOCATION WITH HVAC CONTRACTOR.



SEWER & VENT
1 FLOOR PLAN: PLUMBING
SCALE: 3/16"=1'-0"

0 1 2 3 GRAPHIC ALL MEASUREMENTS FOR REDUCED PLANS

08/28/12

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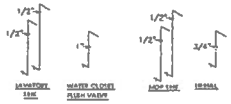
DATE	REVISION	CHD.	UNDR	APPD
8/28/2012	1 ADDENDUM #1	LJJ		

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HIDALGO COUNTY - PRECINCT 3

P1

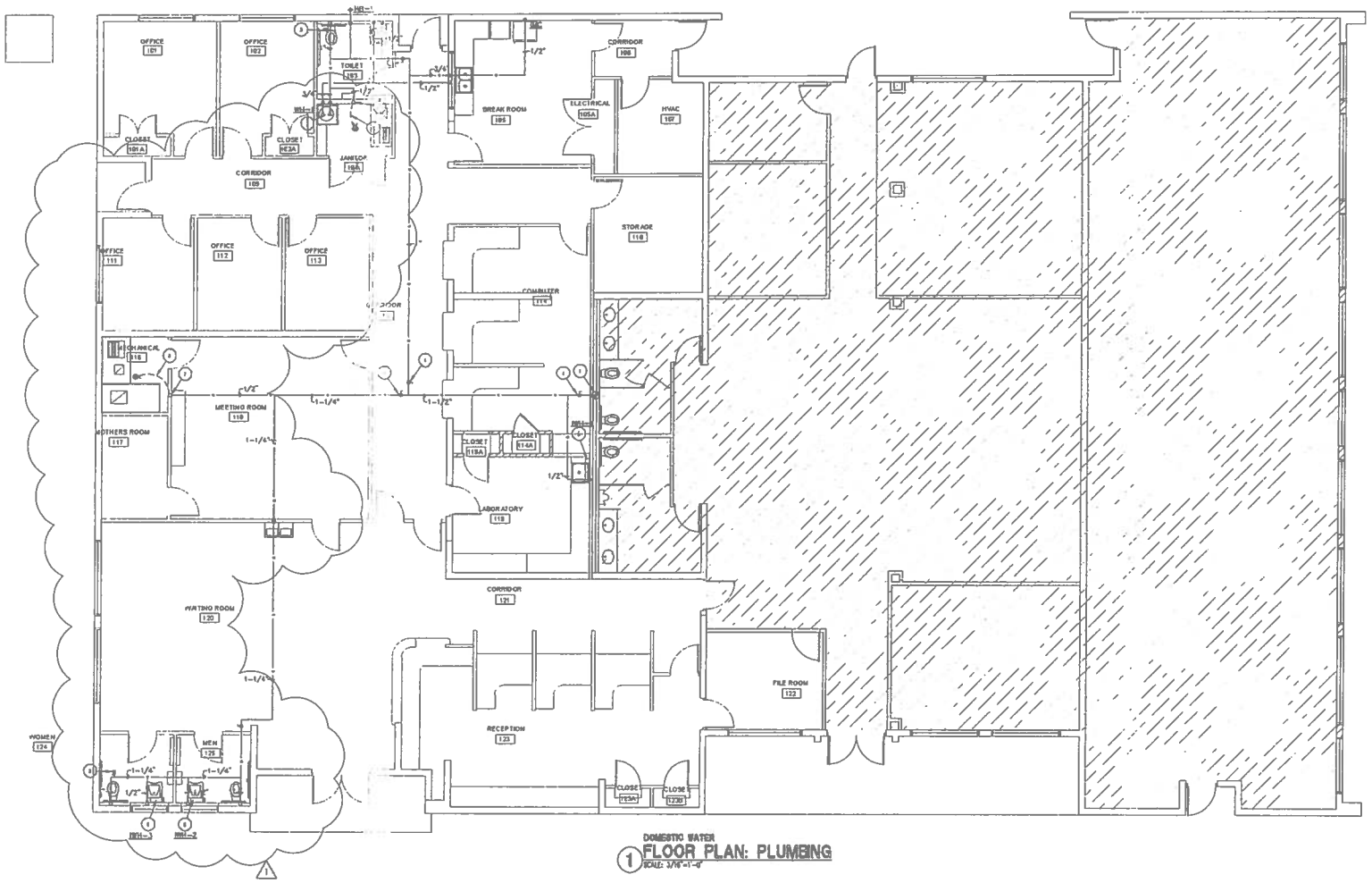
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DRAWN BY: TRINITY	SCALE: AS SHOWN	JOB NO. 1241.09
APPROVED: LJJ		



DOMESTIC WATER
2 TYPICAL RISER SCHEMATICS
NOT TO SCALE

KEYED NOTES: PLUMBING

1. CONNECT NEW 1-1/2" CW TO EXISTING CW OF EQUAL OR GREATER SIZE, VERIFY SIZE AND LOCATION OF EXISTING CW PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROVIDE BACKFLOW PREVENTER AND METER PER LOCAL JURISDICTION REQUIREMENTS.
2. INSTALL WATER HEATER ABOVE MOP SINK. REFER TO DETAIL 6/P4.
3. WATER HAMMER ARRESTOR ABOVE CEILING. PROVIDE ACCESS PANEL WHERE LOCATED IN AN INACCESSIBLE CEILING. PANEL SHALL BE 12"x12" PAINTED TO MATCH CEILING.
4. SHOWER CUT-OFF VALVE ABOVE CEILING. PROVIDE ACCESS PANEL WHERE LOCATED IN AN INACCESSIBLE CEILING. PANEL SHALL BE 12"x12" PAINTED TO MATCH CEILING.
5. PROVIDE UNDERCOUNTER POINT OF USE INSTANTANEOUS WATER HEATER TO SERVE SINK.
6. PROVIDE UNDERCOUNTER POINT OF USE INSTANTANEOUS WATER HEATER TO SERVE TWO LAVATORIES.
7. PRESSURE DROP ACTUATED TRAP PRIMER. PROVIDE ACCESS PANEL IF INACCESSIBLE. SEE DETAIL 1/6/P4.
8. 1/2" COPPER FROM TRAP PRIMER COVER WITH POLYETHYLENE SLEEVE "POLY SLEEVE" OR EQUAL. TYPICAL ALL TRAP PRIMERS.



DOMESTIC WATER
1 FLOOR PLAN: PLUMBING
SCALE: 3/16"=1'-0"

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08/24/12

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DATE: APRIL 2012

DATE	REVISION	CHD	MADE	APPD
8.23.2012	ADDENDUM #1	L.LI		

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P2

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APPROVED: LLM	SCALE: AS SHOWN	JOB NO: 1241.00

ORIGINAL - 30 INCHES X 42 INCHES FOR REDUCED PLANS

WATER HEATER SCHEDULE

MARK	STORAGE GALLONS	RECOVERY GPH	DESIRED RISE DEG. F	WATER TEMP LEAVING	WATER INLET	WATER OUTLET	VOLTAGE/ PHASE	ELEMENTS KW	DESCRIPTION
WH-1	12	10	60	120	3/4"	3/4"	120/1	1.5	STIEBEL WHITE LIGHT DUTY COMMERCIAL WALL HUNG WATER HEATER, MODEL NO. LD-WH12US-1

INSTANTANEOUS ELECTRIC WATER HEATER SCHEDULE

MARK	MODEL	VOLTAGE	KW	AMPS	DEGREE RISE AT 2.5 GPM	WATER INLET	WATER OUTLET	MANUFACTURER
WH-1 WH-2 WH-3	SP24E	120	2.4	21	30	3/8"	3/8"	EEMAX "SINGLE POINT" WATER HEATER

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	Fixture Drain	Vent	Cold Water	Hot Water	DESCRIPTION
		4-Guard Fixture Fit				
WC-1	WATER CLOSET FLOOR MOUNTED HANDICAPPED	4"	2"	1"	-	CRANE "WAVERLY" MODEL NO. 1401 FLOOR MOUNTED WATER CLOSET WITH ELONGATED BOWL 17-1/4" STANDARD HEIGHT, WHITE VITREOUS CHINA, SIPHON JET FLUSH ACTION 18" TO 19" ROUGH IN, WITH SLOAN "ROYAL" FLUSH VALVE MODEL NUMBER 111 INCLUDE 1-1/2" TOP SPUD AND 2 BOLT CAPS WITH "BENEDI" FRONT SEAT LESS COVER MODEL 3325S. FLUSH LEVER SHALL BE MOUNTED ON APPROACH SIDE OF FIXTURE.
L-1	LAVATORY WALL HUNG HANDICAPPED	2"	2"	1/2"	1/2"	CRANE "HARWICH" MODEL NO. 1401 WALL HUNG LAVATORY WITH ANTI-SPLASH RIMLESS BACK, CONCEALED FRONT OVERFLOW, INCLUDE 8" WALL HANGER VITREOUS CHINA, WITH FAUCET HOLES ON 4" CENTERS. 18 GAUGE FAUCET EQUAL TO CHICAGO 895-317AB-CP, SINGLE HANDLE, MANUAL PRESSURE TYPE ADA APPROVED
SE-1	STAINLESS STEEL SINK HANDICAPPED	2"	2"	1/2"	1/2"	SINGLE COMPARTMENT STAINLESS STEEL SINK BY ELKAY MODEL NO. SRS1722-6 SELF RIMMING TOP MOUNT WITH STAINLESS STEEL MOUNTING CHANNEL, 18 GAUGE TYPE 302 CENTERED REAR DRAIN, COMPLETE WITH 4" CENTER HANDLE KITCHEN FAUCET MODEL NO. 8702 ETC. PROVIDE LEADS OR CHROME PLATED, OFFSET TAILPIECE FOR WHEELCHAIR USE
SE-2	TWO-COMPARTMENT KITCHEN SINK ADA COMPLIANT	2"	2"	1/2"	1/2"	DOUBLE COMPARTMENT STAINLESS STEEL SINK BY ELKAY MODEL CR2 3223 MOUNT WITH STAINLESS STEEL MOUNTING CHANNEL, 18 GAUGE, TYPE 302, CENTERED REAR DRAIN, COMPLETE WITH MODEL NO. 1401 WALL HUNG FAUCET MODEL NO. 8999, WITH WRIST BLADE HANDLES. PROVIDE WALL MOUNTED SPLASHGUARD BY OTHERS. COORDINATE SINK SPACE WITH SINK DRAIN LOCATION FOR ADA COMPLIANCE PROVIDE PROTECTIVE COVER ON P-TRAP AND STOPS. PROVIDE LEADS OR CHROME PLATED BRASS OFFSET TAILPIECE FOR WHEELCHAIR USE.
MS-1	MOP SINK	3"	2"	1/2"	1/2"	FIAT MODEL NO. MSB 2424 12" MOLDED STONE MOP SINK, COMPLETE WITH FAUCET MODEL 880 AA, MOP SINK SHALL INCLUDE ALL HOSE BRACKETS, HOSE, AND MOP HANGER. WITH 3" DRAIN WITH STRAINER & P-TRAP. PROVIDE STALL GUARD MSG-4
EWC-1	ELECTRIC WATER COOLER REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHTS	2"	2"	1/2"	-	ELEVEL ELECTRIC WATER COOLER SHALL BE "ELKAY" MODEL No. EZSTL8 C WITH CAPACITY OF 8.0 GALLONS, STAINLESS STEEL BASIN WITH INTEGRAL DRAIN GRID AND LANCASTER MOUNTING PAD, LEAD FREE IN COMPLIANCE WITH NSF61 CARRIER MODEL No. 7-7223, WITH APRON MODEL NO. LZAP-C. COMPLY WITH ADA AND ADA
HB-1	HOSE BIB EXTERIOR GENERAL USE		-	3/4"	-	ARD TEMPERATURE SMALL BE ANTI-SMALL BE WADE MODEL 8609AB 175 3/4" INLET WITH BRONZE CHROME FACE AND STRAIGHT INLET CONNECTION WITH INTEGRAL VACUUM PREVENTER
WC	ICE MAKER CONNECTION	-	-	1/2"	-	CONNECTION FOR EQUAL TO GRAY NO. 1HBTS PREFABRICATED RECESSED BOX WITH COMPRESSION ANGLE VALVE
FD-1	GENERAL DURY FLOOR DRAIN	AS NOTED ON PLANS				EQUAL TO JOSAM PART # 32110-A-Y-NU CAST IRON BODY WITH CLAMP RING FLANGE ADJUSTABLE HEAVY DUTY STRAINER NICKEL BRONZE NUT WITH CLEVET AND 10" PRIMER TAP
FD-2	TRACTOR CLEAN FLOOR DRAIN	AS NOTED ON PLANS				EQUAL TO JOSAM PART # 32110-75-Y-NU, COATED CAST IRON BODY WITH CLAMP RING, TWO PIECE BODY WITH INVOLUTE SEAMAGE FLANGE WITH 7" TRACTOR CLEAN STRAINER AND 10" PRIMER TAP, HAS OUTLET W/ GASKET

PLUMBING SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	BALL VALVE		DOMESTIC COLD WATER
	CHECK VALVE		DOMESTIC HOT WATER
	GATE VALVE		DOMESTIC HOT WATER RETURN
	UNION		SANITARY SEWER VENT
	DIRECTION OF FLOW		SANITARY WASTE LINE
	WALL CLEANOUT		HOT HOT WATER
	FLOOR CLEANOUT		SANITARY DIRECTION OF FLOW
	FLOOR SINK		BRANCH - TOP CONNECTION
	FLOOR DRAIN		PIPE RISE
	WALL HYDRANT OR HOSE BIB		PIPE DROP

NOTE: 1. NOT ALL SYMBOLS USED ON THIS PROJECT
2. INSTALL WATER CLOSET FLUSH VALVE HANDLE TOWARDS WIDER SIDE OF WATER CLOSET OR DOOR OPENING.
3. INSTALL ADA APPROVED FLUSH VALVE HANDLE FOR ADA PLUMBING FIXTURE.

PLUMBING GENERAL NOTES: (ALL SHEETS)

A. ALL WORK AND MATERIAL SHALL BE IN COMPLIANCE WITH [illegible] APPLICABLE CODES AS ADOPTED AND AMENDED BY THE RESPECTIVE [illegible] AUTHORITIES.

B. ALL PLUMBING WORK SHALL BE INSTALLED SO AS TO AVOID [illegible] CONFLICT WITH ALL ELECTRICAL WORK, MECHANICAL WORK AND STRUCTURAL MEMBERS. COORDINATE WITH MECHANICAL, ELECTRICAL AND STRUCTURAL TO ALLOW PROPER CLEARANCE.

C. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR PHASING AND SEQUENCE OF CONSTRUCTION OF WORK.

D. SLEEVE ALL CURBED WALL, FLOOR SLAB AND CEILING PENETRATIONS PER DETAILS AND PER CODE.

E. LOCATE ALL PLUMBING VENTS TO ROOF (VIF) SO THAT THEY TERMINATE A MINIMUM OF 10' AWAY FROM ANY VERTICAL SURFACE AND 10'-0" AWAY FROM ANY CURBED AIR INTAKES.

F. RECORD INVERT ELEVATIONS OF ALL TYPES ON "AS-BUILT" DRAWINGS.

G. MINIMUM 3" WASTE LINE BELOW FLOOR AND MINIMUM 2" VENT PIPES, UNLESS NOTED OTHERWISE (MNO)

H. PLUMBING CONTRACTOR SHALL PAY FOR ALL UTILITY CONNECTIONS.

I. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING ALL ASSETS WHICH ARE DAMAGED BY HIS OPERATIONS.

J. CUTTING OF CONCRETE FLOORS SHALL BE BY MACHINE SAW. HOLES FOR PIPES (WALL OR FLOOR) SHALL BE DONE WITH CORE DRILL EQUIPMENT WITH PRIOR APPROVAL FROM THE STRUCTURAL ENGINEER.

K. PRESSURE TEST ALL INSTALLATIONS PRIOR TO CONNECTION TO FIXTURES.

L. LEAD FREE PIPING PER ANSI STANDARD

M. PROVIDE PIPE COVER INSULATION ON ALL HOT WATER PIPING, DOMESTIC PIPING AND CONDENSATE PIPING.

N. PROVIDE SHUT-OFF VALVES (STOPS) ON ALL BRANCHES TO FIXTURES AND EQUIPMENTS.

O. PROVIDE ANY BACK FLOW PREVENTION DEVICE REQUIRED BY CODE OR GOVERNING AUTHORITIES. CONTRACTOR SHALL VERIFY WITH CITY OR LOCAL AGENCIES AND INCLUDE COST OF SAME IN BID. CONTRACTOR TO HAVE BACK FLOW CERTIFIED.

P. PROVIDE WATER HAMMER ARRESTORS AS INDICATED ON [illegible] DRAWINGS. NO CHANGES NOT AN APPROVED SUBSTITUTE.

Q. ALL EXPOSED PIPING FOR DESIGNATED HANDICAP ACCESSIBLE AREAS SHALL BE COVERED OR OTHERWISE WRAPPED IN ACCORDANCE WITH ADA REQUIREMENTS AND LOCAL AUTHORITY.

R. ALTERNATE MATERIALS NOT SPECIFIED IN SPECIFICATIONS ARE ACCEPTABLE BUT APPROVED BY LOCAL AUTHORITY SHALL BE SUBMITTED TO ARCHITECT AND PLUMBING ENGINEER FOR REVIEW PRIOR TO INSTALLATION.

S. ISOMETRIC DIAGRAMS ARE FOR DIAGRAMMATIC PURPOSES ONLY AND SHALL NOT BE USED FOR MATERIAL TAKE-OFF. OR BE CONSIDERED TO REPRESENT THE ACTUAL PIPE INSTALLATION

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

08/08/12

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Texas Registered Engineering Firm - F12022
Project number 10-112

STEVEN LLOYD McGRAUGH
TEXAS P.E. No. 102231
DATE APRIL 2013

6-28-2013	ADDENDUM #1	LLS		
DATE	REVISION	CHD	MARK	APP'D

DANNENBAUM
ENGINEERING COMPANY - HOUSTON, LLC
T.B.P.E. FIRM REGISTRATION #2093
3100 WEST ALABAMA HOUSTON, TEXAS 77027 (713) 629-4670

EDINBURG WIC OFFICE
HIDALGO COUNTY - PRECINCT 3

P3

DESIGN BY: TRINITY	DATE: JUNE 28, 2012	SHEET NO
DRAWN BY: TRINITY		
APPROVED: LLS	SCALE: AS SHOWN	JOB NO: 10-112

COMcheck Software Version 3.9.1
Interior Lighting Compliance Certificate

2006 IECC

Section 1: Project Information

Project Type: **New Construction**
Project Title : HIDALGO W.I.C.

Construction Site:
HIDALGO, TX

Owner/Agent:

Designer/Contractor:
TRINITY MEP ENGINEERING
3533 MORELAND DR.
WESLACO , TX 78596

Section 2: Interior Lighting and Power Calculation

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B x C)
Workshop	5561	1.4	7785
		Total Allowed Watts =	7785

Section 3: Interior Lighting Fixture Schedule

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Workshop (5561 sq.ft.)				
Linear Fluorescent 1: A: 2X4 TROFFER / 48" T8 32W / Electronic	4	3	124	372
Linear Fluorescent 1 copy 1: B: 2X4 TROFFER / 48" T8 32W / Electronic	2	34	65	2210
Linear Fluorescent 1 copy 2: B1: 2X2 TROFFER / 48" T8 32W / Electronic	2	3	65	195
Linear Fluorescent 1 copy 3: C: 2X4 TROFFER / 48" T8 32W / Electronic	3	23	95	2185
Linear Fluorescent 1 copy 2: D: 4' STRIP / 48" T8 32W / Electronic	2	2	65	130
Compact Fluorescent 1: F: DOWNLIGHT / Triple 4-pin 26W / Electronic	1	12	29	348
			Total Proposed Watts =	5440

Section 4: Requirements Checklist

Lighting Wattage:

☐ 1. Total proposed watts must be less than or equal to total allowed watts.

Allowed Watts	Proposed Watts	Complies
7785	5440	YES

Controls, Switching, and Wiring:

☐ 2. Independent controls for each space (switch/occupancy sensor).

Exceptions:

- ☐ Areas designated as security or emergency areas that must be continuously illuminated.
- ☐ Lighting in stairways or corridors that are elements of the means of egress.

☐ 3. Master switch at entry to hotel/motel guest room.

☐ 4. Individual dwelling units separately metered.

☐ 5. Each space required to have a manual control also allows for reducing the connected lighting load by at least 50 percent by either controlling all luminaires, dual switching of alternate rows of luminaires, alternate luminaires, or alternate lamps, switching the middle lamp luminaires independently of other lamps, or switching each luminaire or each lamp.

Exceptions:

- ☐ Only one luminaire in space.
- ☐ An occupant-sensing device controls the area.
- ☐ The area is a corridor, storeroom, restroom, public lobby or sleeping unit.
- ☐ Areas that use less than 0.6 Watts/sq.ft.

☐ 6. Automatic lighting shutoff control in buildings larger than 5,000 sq.ft.

Exceptions:

- ☐ Sleeping units, patient care areas; and spaces where automatic shutoff would endanger safety or security.

☐ 7. Photocell/astronomical time switch on exterior lights.

Exceptions:

- ☐ Lighting intended for 24 hour use.

☐ 8. Tandem wired one-lamp and three-lamp ballasted luminaires (No single-lamp ballasts).

Exceptions:

- ☐ Electronic high frequency ballasts. Luminaires on emergency circuits or with no available pair.

Interior Lighting PASSES: Design 30% better than code.

Section 5: Compliance Statement

Compliance Statement: The proposed lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2006 IECC requirements in COM*check* Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

Leonardo Muñoz, Engineer	Leonardo Muñoz	06-26-2012
Name - Title	Signature	Date

COMcheck Software Version 3.9.1
Exterior Lighting Compliance Certificate

2006 IECC

Section 1: Project Information

Project Type: **New Construction**
Project Title : HIDALGO W.I.C.

Construction Site:
HIDALGO, TX

Owner/Agent:

Designer/Contractor:
TRINITY MEP ENGINEERING
3533 MORELAND DR.
WESLACO , TX 78596

Section 2: Exterior Lighting Area/Surface Power Calculation

A Exterior Area/Surface	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B x C)	F Proposed Watts
Walkway >= 10 feet wide	4000 ft2	0.2	Yes	800	750
Attached canopy	217 ft2	1.25	Yes	271	300
			Total Tradable Watts* =	1071	1050
			Total Allowed Watts =	1071	
			Total Allowed Supplemental Watts** =	54	

* Wattage tradeoffs are only allowed between tradable areas/surfaces.
** A supplemental allowance equal to 5% of total allowed wattage may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Section 3: Exterior Lighting Fixture Schedule

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Walkway >= 10 feet wide (4000 ft2): Tradable Wattage				
HID 1: AA: WALL PACK / Metal Halide 150W / Standard	1	5	150	750
Attached canopy (217 ft2): Tradable Wattage				
HID 2: BB: DOWNLIGHT / Metal Halide 100W / Standard	1	3	100	300
			Total Tradable Proposed Watts =	1050

Section 4: Requirements Checklist

Lighting Wattage:

☐ 1. Within each non-tradable area/surface, total proposed watts must be less than or equal to total allowed watts. Across all tradable areas/surfaces, total proposed watts must be less than or equal to total allowed watts.

Compliance: Passes.

Controls, Switching, and Wiring:

☐ 2. All exemption claims are associated with fixtures that have a control device independent of the control of the nonexempt lighting.
☐ 3. All lighting fixtures are controlled by a photosensor or astronomical time switch that is capable of automatically turning off the fixture when sufficient daylight is available or the lighting is not required.

Exceptions:

☐ Covered vehicle entrance/exit areas requiring lighting for safety, security and eye adaptation.

Exterior Lighting Efficacy:

☐ 4. All exterior building grounds luminaires that operate at greater than 100W have minimum efficacy of 60 lumen/watt.

Exceptions:

☐ Controlled by motion sensor or exempt from consideration under the provisions of Section 505.6.2.

Exterior Lighting PASSES: Design 7% better than code.

Section 5: Compliance Statement

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2006 IECC requirements in COM*check* Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

Leonardo Muñoz, Engineer	Leonardo Muñoz	06-26-2012
Name - Title	Signature	Date

COMcheck Software Version 3.9.1

Mechanical Compliance Certificate

2006 IECC

Section 1: Project Information

Project Type: **New Construction**
Project Title : HIDALGO W.I.C.

Construction Site:
HIDALGO, TX

Owner/Agent:

Designer/Contractor:
TRINITY MEP ENGINEERING
3533 MORELAND DR.
WESLACO , TX 78596

Section 2: General Information

Building Location (for weather data): **Mission, Texas**
Climate Zone: **2a**

Section 3: Mechanical Systems List

Quantity	System Type & Description
1	AHU-1 (Single Zone) : Heating: 1 each - Other, Electric, Capacity = 20 kBtu/h Cooling: 1 each - Split System, Capacity = 30 kBtu/h, Efficiency = 15.00 SEER, Air-Cooled Condenser
1	AHU-2 (Single Zone) : Heating: 1 each - Other, Electric, Capacity = 12 kBtu/h Cooling: 1 each - Split System, Capacity = 24 kBtu/h, Efficiency = 15.00 SEER, Air-Cooled Condenser
1	AHU-3 (Single Zone) : Heating: 1 each - Other, Electric, Capacity = 24 kBtu/h Cooling: 1 each - Split System, Capacity = 36 kBtu/h, Efficiency = 15.00 SEER, Air-Cooled Condenser
2	IWH-1,2: Electric Instantaneous Water Heater, Capacity: 0 gallons, Efficiency: 0.95
1	WH-1: Electric Storage Water Heater, Capacity: 12 gallons, Efficiency: 0.90

Section 4: Requirements Checklist

Requirements Specific To: AHU-1 :

☐ 1. Equipment minimum efficiency: Split System: 10.00 SEER

Requirements Specific To: AHU-2 :

☐ 1. Equipment minimum efficiency: Split System: 10.00 SEER

Requirements Specific To: AHU-3 :

☐ 1. Equipment minimum efficiency: Split System: 10.00 SEER

Requirements Specific To: IWH-1,2 :

☐ 1. Water heating equipment meets minimum efficiency requirements: No efficiency requirements for electric instantaneous water heater.

☐ 2. Hot water system sized per manufacturer's sizing guide
☐ 3. First 8 ft of outlet piping is insulated

Requirements Specific To: WH-1 :

☐ 1. Water heating equipment meets minimum efficiency requirements: No efficiency requirements for water heater with storage capacity less than 20 gallons.

☐ 2. Hot water system sized per manufacturer's sizing guide

- ☐ 3. First 8 ft of outlet piping is insulated
- ☐ 4. Hot water storage temperature adjustable down to 120°F or lower
- ☐ 5. Heat traps provided on inlet and outlet of storage tanks

Generic Requirements: Must be met by all systems to which the requirement is applicable:

- ☐ 1. Plant equipment and system capacity no greater than needed to meet loads
  Exception(s):
  - ☐ Standby equipment automatically off when primary system is operating
  - ☐ Multiple units controlled to sequence operation as a function of load
- ☐ 2. Minimum one temperature control device per system
- ☐ 3. Minimum one humidity control device per installed humidification/dehumidification system
- ☐ 4. Automatic Controls: Setback to 55°F (heat) and 85°F (cool); 7-day clock, 2-hour occupant override, 10-hour backup
  Exception(s):
  - ☐ Continuously operating zones
  - ☐ 2 kW demand or less, submit calculations
- ☐ 5. Outside-air source for ventilation; system capable of reducing OSA to required minimum
- ☐ 6. R-5 supply and return air duct insulation in unconditioned spaces
  R-8 supply and return air duct insulation outside the building
  R-8 insulation between ducts and the building exterior when ducts are part of a building assembly
  Exception(s):
  - ☐ Ducts located within equipment
  - ☐ Ducts with interior and exterior temperature difference not exceeding 15°F.
- ☐ 7. Mechanical fasteners and sealants used to connect ducts and air distribution equipment
- ☐ 8. Ducts sealed - longitudinal seams on rigid ducts; transverse seams on all ducts; UL 181A or 181B tapes and mastics
  Exception(s):
  - ☐ Continuously welded and locking-type longitudinal joints and seams on ducts operating at static pressures less than 2 inches w.g. pressure classification
- ☐ 9. Hot water pipe insulation: 1 in. for pipes <=1.5 in. and 2 in. for pipes >1.5 in.
  Chilled water/refrigerant/brine pipe insulation: 1 in. for pipes <=1.5 in. and 1.5 in. for pipes >1.5 in.
  Steam pipe insulation: 1.5 in. for pipes <=1.5 in. and 3 in. for pipes >1.5 in.
  Exception(s):
  - ☐ Piping within HVAC equipment.
  - ☐ Fluid temperatures between 55 and 105°F.
  - ☐ Fluid not heated or cooled with renewable energy.
  - ☐ Runouts <4 ft in length.
- ☐ 10. Operation and maintenance manual provided to building owner
- ☐ 11. Piping, insulated to 1/2 in. if nominal diameter of pipe is <1.5 in.;
  Larger pipe insulated to 1 in. thickness
- ☐ 12. Lavatory faucet outlet temperatures in public restrooms limited to 110°F (43°C)
- ☐ 13. Load calculations per acceptable engineering standards and handbooks
- ☐ 14. Thermostatic controls have 5°F deadband
  Exception(s):
  - ☐ Thermostats requiring manual changeover between heating and cooling
  - ☐ Special occupancy or special applications where wide temperature ranges are not acceptable and are approved by the authority having jurisdiction.
- ☐ 15. Balancing devices provided in accordance with IMC (2006) 603.17
- ☐ 16. Motorized, automatic shutoff dampers required on exhaust and outdoor air supply openings
  Exception(s):
  - ☐ Gravity dampers acceptable in buildings <3 stories
  - ☐ Gravity dampers acceptable in systems with outside or exhaust air flow rates less than 300 cfm where dampers are interlocked with fan
- ☐ 17. Exhaust air heat recovery included for systems 5,000 cfm or greater with more than 70% outside air fraction or specifically exempted
  Exception(s):
  - ☐ Systems serving spaces that are not cooled and heated to <60°F.
  - ☐ Commercial kitchen hoods (grease) classified as Type 1 by NFPA 96.
  - ☐ Systems exhausting toxic, flammable, paint, or corrosive fumes or dust.
  - ☐ Where the largest exhaust source is less than 75% of the design outdoor airflow.
  - ☐ Systems requiring dehumidification that employ energy recovery in series with the cooling coil.

Section 5: Compliance Statement

Compliance Statement: The proposed mechanical design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2006 IECC requirements in COM*check* Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

Leonardo Muñoz, Engineer	Leonardo Muñoz	06-26-2012
Name - Title	Signature	Date

COMcheck Software Version 3.9.1

Mechanical Requirements Description

2006 IECC

The following list provides more detailed descriptions of the requirements in Section 4 of the Mechanical Compliance Certificate.

Requirements Specific To: AHU-1 :

1. The specified heating and/or cooling equipment is covered by the ASHRAE 90.1 Code and must meet the following minimum efficiency:
   Split System: 10.00 SEER

Requirements Specific To: AHU-2 :

1. The specified heating and/or cooling equipment is covered by the ASHRAE 90.1 Code and must meet the following minimum efficiency:
   Split System: 10.00 SEER

Requirements Specific To: AHU-3 :

1. The specified heating and/or cooling equipment is covered by the ASHRAE 90.1 Code and must meet the following minimum efficiency:
   Split System: 10.00 SEER

Requirements Specific To: IWH-1,2 :

1. Water heating equipment used solely for heating potable water, pool heaters, and hot water storage tanks must meet the following miniumum efficiency: No efficiency requirements for electric instantaneous water heater.
2. Service water heating system design loads for the purpose of sizing systems and equipment must be determined in accordance with manufacturers' published sizing guidelines.
3. Insulation must be provided for the first 8 ft of outlet piping for a constant temperature nonrecirculating storage system and for the inlet pipe between the storage tank and a heat trap in a storage system.

Requirements Specific To: WH-1 :

1. Water heating equipment used solely for heating potable water, pool heaters, and hot water storage tanks must meet the following miniumum efficiency: No efficiency requirements for water heater with storage capacity less than 20 gallons.
2. Service water heating system design loads for the purpose of sizing systems and equipment must be determined in accordance with manufacturers' published sizing guidelines.
3. Insulation must be provided for the first 8 ft of outlet piping for a constant temperature nonrecirculating storage system and for the inlet pipe between the storage tank and a heat trap in a storage system.
4. Temperature controls must be provided that allow for storage temperature adjustment from 120°F or lower to a maximum temperature compatible with the intended use except when the manufacturer's installation instructions specify a higher minimum thermostat setting to minimize condensation and resulting corrosion. Documentation of the installation instructions must be provided to be exempted from this requirement.
5. Heat traps must be provided on inlet and outlet vertical pipe risers serving storage water heaters and storage tanks not having integral heat traps and serving a nonrecirculating system.
   Heat traps must be installed as close as practical to the storage tank. Acceptable heat traps are either
   a) a device specifically designed for the purpose or
   b) an arrangement of tubing that forms a loop of 360°F, or
   c) piping that from the point of connection to the water heater (inlet or outlet) includes a length of piping directed downwards before connection to the vertical piping of the supply water or hot water distribution system.

Generic Requirements: Must be met by all systems to which the requirement is applicable:

1. All equipment and systems must be sized to be no greater than needed to meet calculated loads. A single piece of equipment providing both heating and cooling must satisfy this provision for one function with the capacity for the other function as small as possible, within available equipment options.
   Exception(s):
   - The equipment and/or system capacity may be greater than calculated loads for standby purposes. Standby equipment must be automatically controlled to be off when the primary equipment and/or system is operating.
   - Multiple units of the same equipment type whose combined capacities exceed the calculated load are allowed if they are provided with controls to sequence operation of the units as the load increases or decreases.
2. Each heating or cooling system serving a single zone must have its own temperature control device.
3. Each humidification system must have its own humidity control device.
4. The system or zone control must be a programmable thermostat or other automatic control meeting the following criteria:
   a) capable of setting back temperature to 55°F during heating and setting up to 85°F during cooling,
   b) capable of automatically setting back or shutting down systems during unoccupied hours using 7 different day schedules,
   c) have an accessible 2-hour occupant override,
   d) have a battery back-up capable of maintaining programmed settings for at least 10 hours without power.

Exception(s):

- A setback or shutoff control is not required on thermostats that control systems serving areas that operate continuously.
- A setback or shutoff control is not required on systems with total energy demand of 2 kW (6,826 Btu/h) or less.

5. The system must supply outside ventilation air as required by Chapter 4 of the International Mechanical Code. If the ventilation system is designed to supply outdoor-air quantities exceeding minimum required levels, the system must be capable of reducing outdoor-air flow to the minimum required levels.
6. Air ducts must be insulated to the following levels:
   a) Supply and return air ducts for conditioned air located in unconditioned spaces (spaces neither heated nor cooled) must be insulated with a minimum of R-5. Unconditioned spaces include attics, crawl spaces, unheated basements, and unheated garages.
   b) Supply and return air ducts and plenums must be insulated to a minimum of R-8 when located outside the building.
   c) When ducts are located within exterior components (e.g., floors or roofs), minimum R-8 insulation is required only between the duct and the building exterior.
   Exception(s):
   - Duct insulation is not required on ducts located within equipment.
   - Duct insulation is not required when the design temperature difference between the interior and exterior of the duct or plenum does not exceed 15°F.
7. Mechanical fasteners and seals, mastics, or gaskets must be used when connecting ducts to fans and other air distribution equipment, including multiple-zone terminal units.
8. All joints, longitudinal and transverse seams, and connections in ductwork must be securely sealed using weldments; mechanical fasteners with seals, gaskets, or mastics; mesh and mastic sealing systems; or tapes. Tapes and mastics must be listed and labeled in accordance with UL 181A and shall be marked '181A-P' for pressure sensitive tape, '181A-M' for mastic or '181A-H' for heat-sensitive tape. Tapes and mastics used to seal flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked '181B-FX' for pressure-sensitive tape or '181B-M' for mastic. Unlisted duct tape is not permitted as a sealant on any metal ducts.
   Exception(s):
   - Continuously welded and locking-type longitudinal joints and seams on ducts operating at static pressures less than 2 inches w.g. pressure classification.
9. All pipes serving space-conditioning systems must be insulated as follows:
   Hot water piping for heating systems:
   1 in. for pipes <=1 1/2-in. nominal diameter,
   2 in. for pipes >1 1/2-in. nominal diameter.
   Chilled water, refrigerant, and brine piping systems:
   1 in. insulation for pipes <=1 1/2-in. nominal diameter,
   1 1/2 in. insulation for pipes >1 1/2-in. nominal diameter.
   Steam piping:
   1 1/2 in. insulation for pipes <=1 1/2-in. nominal diameter,
   3 in. insulation for pipes >1 1/2-in. nominal diameter.
   Exception(s):
   - Pipe insulation is not required for factory-installed piping within HVAC equipment.
   - Pipe insulation is not required for piping that conveys fluids having a design operating temperature range between 55°F and 105°F.
   - Pipe insulation is not required for piping that conveys fluids that have not been heated or cooled through the use of fossil fuels or electric power.
   - Pipe insulation is not required for runout piping not exceeding 4 ft in length and 1 in. in diameter between the control valve and HVAC coil.
10. Operation and maintenance documentation must be provided to the owner that includes at least the following information:
    a) equipment capacity (input and output) and required maintenance actions
    b) equipment operation and maintenance manuals
    c) HVAC system control maintenance and calibration information, including wiring diagrams, schematics, and control sequence descriptions; desired or field-determined set points must be permanently recorded on control drawings, at control devices, or, for digital control systems, in programming comments
    d) complete narrative of how each system is intended to operate.
11. Service hot water piping, where required, must be insulated to 1/2 in. if pipe less than 1.5 in. nominal diameter. Larger pipe must be insulated to 1 in.. Pipe insulation will have a conductivity of less than 0.28 Btu.in/(h-ft2-°F).
12. Temperature controlling means must be provided to limit the maximum temperature of water delivered from lavatory faucets in public facility restrooms to 110°F.
13. Heating and cooling system design loads for sizing systems and equipment must be determined using generally accepted engineering standards and handbooks acceptable to the adopting authority (for example, ASHRAE Handbook of Fundamentals).
14. Thermostats controlling both heating and cooling must be capable of maintaining a 5°F deadband (a range of temperature where no heating or cooling is provided).
    Exception(s):
    - Deadband capability is not required if the thermostat does not have automatic changeover capability between heating and cooling.

- Special occupancy or special applications where wide temperature ranges are not acceptable and are approved by the authority having jurisdiction.

15. Balancing devices provided in accordance with IMC (2006) 603.17.
16. Outdoor air supply and exhaust systems must have motorized dampers that automatically shut when the systems or spaces served are not in use. Dampers must be capable of automatically shutting off during preoccupancy building warm-up, cool-down, and setback, except when ventilation reduces energy costs (e.g., night purge) or when ventilation must be supplied to meet code requirements. Both outdoor air supply and exhaust air dampers must have a maximum leakage rate of 3 cfm/ft2 at 1.0 in w.g. when tested in accordance with AMCA Standard 500.

    Exception(s):

    - Gravity (non-motorized) dampers are acceptable in buildings less than three stories in height.
    - Systems with a design outside air intake or exhaust capacity of 300 cfm (140 L/s) or less that are equipped with motor operated dampers that open and close when the unit is energized and de-energized, respectively.
17. Individual fan systems with a design supply air capacity of 5000 cfm or greater and minimum outside air supply of 70% or greater of the supply air capacity must have an energy recovery system with at least a 50% effectiveness. If an air economizer is also required, heat recovery must be bypassed or controlled to permit air economizer operation.

    Exception(s):

    - Systems serving spaces that are not cooled and heated to <60°F.
    - Commercial kitchen hoods (grease) classified as Type 1 by NFPA 96.
    - Systems exhausting toxic, flammable, paint, or corrosive fumes or dust
    - Where the largest exhaust source is less than 75% of the design outdoor airflow.
    - Systems requiring dehumidification that employ energy recovery in series with the cooling coil.

BID PAGE

HIDALGO COUNTY
"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"
BID NO.: 2012-021A-07-03-MSS

BASE BID SCOPE OF WORK DESCRIPTION:
PROVIDE BASE BID FOR THE RENOVATIONS OF THE EXISTING AREA OF THE W.I.C. CLINIC/OFFICES AS WELL THE ADDITIONS TO THE EXISTING BUILDING PER THE CONTRACT DOCUMENTS.

BASE BID PRICE: $_____

ALTERNATE BID NO. 1 SCOPE OF WORK DESCRIPTION:
PROVIDE EXTERIOR REPAINTING OF THE EAST HALF OF THE EXISTING BUILDING TO MATCH THE WEST HALF AND NEW CONSTRUCTION.

ADD ALTERNATE NO. 1 PRICE: $ _____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

PURCHASING DEPARTMENT
County Of Hidalgo

July 10, 2012

RE: ADDENDUM NO. 3
FOR BID No.:2012-021A-07-03-MSS
"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3,** in connection with **HIDALGO COUNTY** request for bid for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas".**

Please add this **ADDENDUM NO. 3** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 3** by signing and returning this notice by no later than Monday, July 11, 2012 at 9:00 P.M. via fax to (956) 686-1822 or via e-mail mayra@rgvrepro.com .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 682-3677.

Please be advised that this **ADDENDUM NO. 3** will complete your bid packet for **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 3

July 10, 2012

"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at: 3105 East Richardson, Edinburg, Texas"
Bid No.: 2012-021A-07-03-MSS
Proposed Bid Opening Date: July 11, 2012

Please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **2012-021A-07-03-MSS** that the following changes be made a part of your bid packet.

1. Clarification: A City of Edinburg Building Permit will be required for this project.
2. Clarification: The contractor shall field route a new 4" PVC sanitary sewer line from the location indicated at the north side of the new building indicated on drawing sheet P1 to the existing sanitary sewer manhole located adjacent. See attached survey for location.
3. Clarification: The contractor shall add two new sanitary sewer cleanouts and remove one existing sanitary sewer cleanout. See attached survey for locations.
4. Clarification: The existing satellite dish on the west side of the existing building will be relocated by the owner.
5. Please find new Roofing Specification 07560 attached herewith.
6. Bidders may contact Mr. Fred Martinez or Ms. Melba Caceres at the WIC Clinic/Offices at 380-0363 to schedule a visit to the site.
7. Clarification: There will be no liquidated damages cost sited in the Owner/Contractor contract for this project.

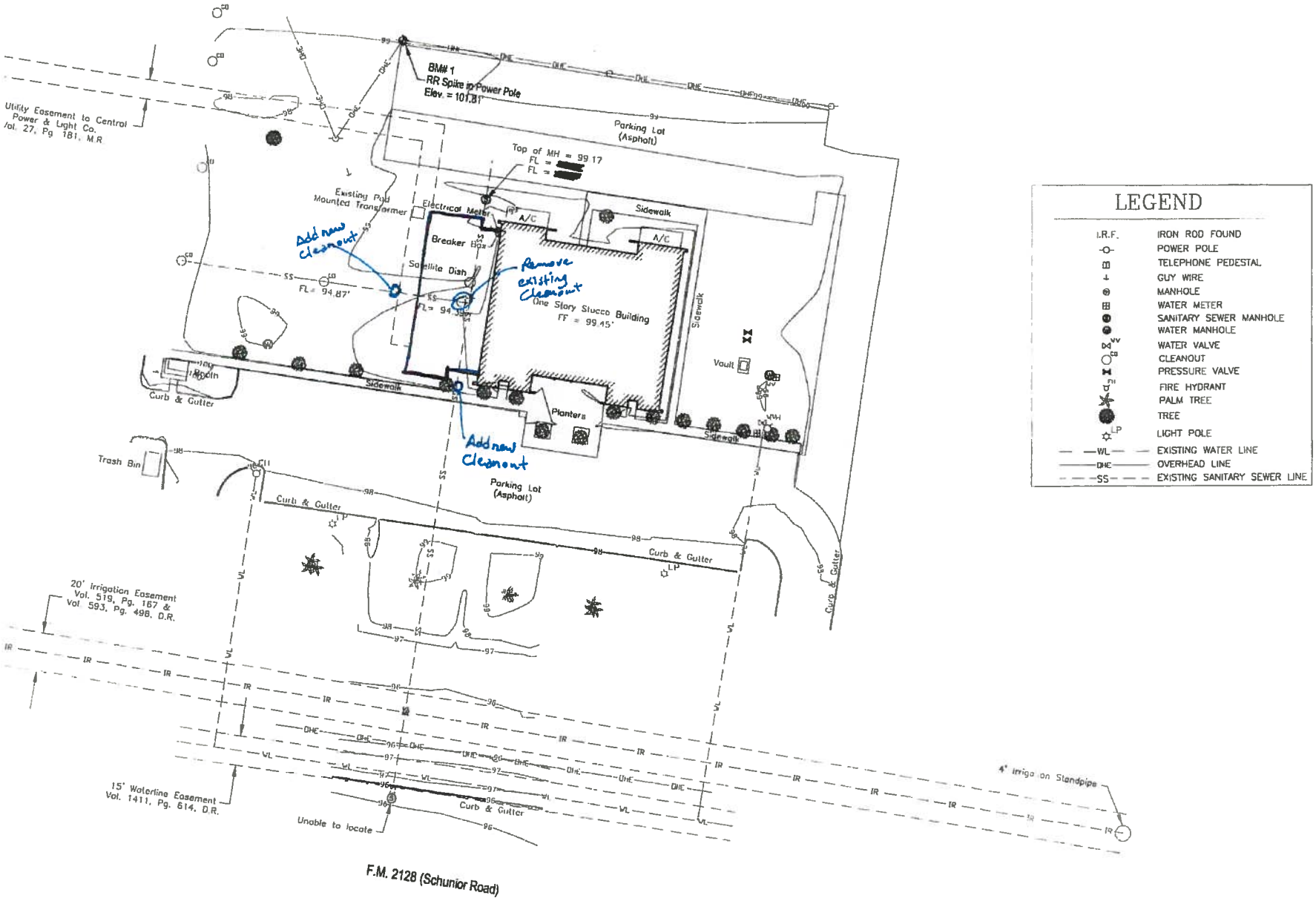
All Bid sealed envelopes shall be identified with the correct project No. **Bid: 2012-021A-07-03-MSS**

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, July 10, 2012, for Bid-**2012-021A-07-03-MSS** - **"ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES Located at: 3105 East Richardson, Edinburg, Texas"**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....



LEGEND

I.R.F.	IRON ROD FOUND
	POWER POLE
	TELEPHONE PEDESTAL
	GUY WIRE
	MANHOLE
	WATER METER
	SANITARY SEWER MANHOLE
	WATER MANHOLE
WV	WATER VALVE
CO	CLEANOUT
	PRESSURE VALVE
FH	FIRE HYDRANT
	PALM TREE
	TREE
LP	LIGHT POLE
WL	EXISTING WATER LINE
OHE	OVERHEAD LINE
SS	EXISTING SANITARY SEWER LINE

SECTION 07560

FLUID APPLIED ROOFING
(OVER RIGID INSULATION, DENSDECK, & PLYWOOD)

PART 1 GENERAL

1.1 DESCRIPTION

1. Fluid applied flexible acrylic waterproofing system over ISO (Polyisocyanurate), EPS (Expanded Polystyrene), DensDeck or plywood (exterior grade non-treated). This work shall include the preparation of the roof deck, application of the roof system, flashing system, and clean up.

1.2 DESCRIPTION OF FLUID APPLIED ROOFING SYSTEM

The fluid applied roofing system must consist of a reinforced elastomeric system specifically designed for use on a roof. The system must have been approved by FMRC (Factory Mutual Research Corporation) according to Standard 4470 for Class 1 Roof Constructions which includes- Spread of Flame Fire, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistance to Foot Traffic, and Susceptibility to Leakage Classifications.

1.3 RELATED WORK

1. The contractor shall review all sections of these specifications to determine items of work that will interface with the application of this roofing system. Coordination and execution of related sections shall be the responsibility of the contractor.

1.4 REFERENCES

1. ASTM B117 - Test Method of Salt Spray (Fog) Testing.
2. ASTM G-29 - Test Methods for Algae Resistance.
3. ASTM E-108 - Test Method for Fire Test of Roof Coverings.
4. ASTM D-1653 - Water Vapor Transmission of Materials.
5. ASTM G26 - Practice for Operating Light- and Water-Exposure Apparatus (Xenon Arc Type) for Exposure of Nonmetallic Materials.
6. ASTM D-412- Ultimate Tensile Strength at Break.
7. ASTM D-6083- Standard Specification for Liquid Applied Acrylic Coatings used in roofing.

8. ASTM C1549- Standard test method for determination of solar reflectance near ambient temperature using a portable solar reflectometer

9. ASTM C1371- Standard test method for determination of emittance of materials near room temperature using portable emissometers

10. FM 4470- Standard for Class 1 Spread of Flame Fire, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistance to Foot Traffic, and Susceptibility to Leakage Classifications.

1.5 SUBMITTALS

1. Shop Drawings: Submit a scaled drawing showing the layout of joint reinforcing and all flashing details.

2. Product Data: Provide manufacturer's technical literature on products that make up the roofing system. This shall include, but is not limited to, coatings, reinforcing fabrics, flashing materials, roof drains, fasteners, etc.

3. Manufacturer's Installation Instructions: Submit all data sheets available from the manufacturer on the installation of the roofing system applicable to the work.

4. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6 QUALIFICATIONS

1. Applicator Qualifications: The applicator of the roofing material specified herein shall be an approved applicator (designated by Hydro-Stop). Proof of this qualification shall be provided in written form from the manufacturer of the roofing system.

1.7 QUALITY CONTROL

1. Codes and Standards: The contractor shall make him/herself thoroughly familiar with all codes, regulations, and standards governing the specified work. Any contradiction between the manufacturer's requirements and these specifications shall be brought to the attention of the manufacturer and the specifier

2. Deviations: There shall not be any deviations from these specifications unless the deviation is submitted in writing to the specifier. The request for deviation must have a letter from the roofing manufacturer's technical department approving the details of the deviation.

3. An Approved Applicator (as designated by Hydro-Stop) shall be on site during all applications of any Hydro-Stop products.

4. Manufacturer's Technical Representative: An employee of the roofing material manufacturer shall be on site at least once every 7-calendar days during the work specified herein. Upon request the technical representative shall provide a written inspection report, during each site visit and submit the reports to the owner/owner's representative. The manufacturer's representative must approve the application process at specific stages before the contractor may continue including: Prior to the application of the FoundationCoat and fabric, at the completion of the FoundationCoat and fabric, and after the FinishCoat is applied.

1.8 DELIVERY, STORAGE, AND HANDLING

1. Deliver materials to site in manufacturer's unopened and undamaged containers bearing the following information:
   1. Name of manufacturer.
   2. Name of contents and products code.
   3. Net volume of contents.
   4. Lot or batch number.
   5. VOC content
   6. Storage temperature limits.
   7. Shelf life expiration date.
   8. Mixing instructions and proportions of contents.
   9. Safety information and instructions.

2. Store and protect materials from damage and weather in accordance with manufacturer's instructions.

3. Store materials at temperatures between 50 and 90 degrees F (10 and 32 degrees C). Keep out of direct sunlight.

4. Support stored material containers on pallets and cover with tarpaulin tied to bottom of pallets.

1.9 ENVIRONMENTAL REQUIREMENTS

1. Do not apply if ambient temperatures are expected to fall below 40 degrees F (4.5 degrees C) or if rain is expected before the application has time to dry.

1.10WARRANTY

1. Provide twenty-year manufacturer's Labor and Material warranty.

PRODUCTS

1.11MANUFACTURER

1. Hydro-Stop, a
   Quest Construction Products brand
   1465 Pipefitter Street
   North Charleston, SC 29405

   Toll Free: (800) 739-5566
   Phone: (843) 745-9600
   Fax: (843) 745-9602
   Web: www.hydro-stop.com

1.12MEMBRANE COMPOUND MATERIAL

1. Waterproofing Material: PremiumCoat three-stage, fabric reinforced, flexible acrylic coating, fluid applied in successive stages to form one continuous, seamless, watertight membrane; 40 mil (.04 inches / 1.016 millimeters) minimum cured total system thickness; comprised of the following:

   1. Foundation and Saturation Coats: PremiumCoat FoundationCoat (highly flexible water based 100% pure acrylic polymer resin coatings).
   2. Fabric: Hydro-Stop polyester, non-woven, stitch-bonded, and heat-set fabric.
   3. Finish Coat: PremiumCoat FinishCoat (ultraviolet light resistant, blend of highly flexible water based 100% pure acrylic polymer resin coating); color as selected from manufacturer's standard colors.

2. Reinforcing Fabric: This material shall be non-woven 100% polyester, stitch bonded, heat set fabric with the following characteristics:

Weight:	3 oz / per square yard	(106.31 grams / square meter)	
Tensile Strength	Warp 74 lbs. Fill 45 lbs.	(33.60 kg) (20.43 kg)	per ASTM D 5034
Elongation @ Break	Warp 21.3% Fill 51.3%		per ASTM D 5034
Ball Burst	111 lbs.	(50.39 kg)	per ASTM D 3787
Trapezoid	Warp 13.5 lbs. Fill 24.2 lbs.	(6.13 kg) (10.99 kg)	per ASTM D 117
Thickness	.018 inches	(.457 mm)	per ASTM D-1777

3. Cured Membrane Characteristics:

PROPERTY	TEST	RESULT
Elongation	ASTM D638	>300% elastomeric
Tensile Strength (cured)	ASTM D412	>2000 PSI (13,789 kPA)
Density:		12.1 lb/gal
Volume Solids:		> or = 53 %
Weight Solids:		> or = 66%

Algae Resistance	ASTM G29	No Growth Supported
Moisture Vapor	ASTM E96	3 Perms
Weathering	ASTM G26	No effect after 3,000 hours.
Salt Spray Test	ASTM B117	No effect.
Fire Rating	ASTM E108	Class A
VOC (calculated):		< 72 g/L
Susceptibility to Leakage	FM 4470	No signs of water leakage.
Windstorm Pressure	FM 4470	Meets Class 1- 90
Windstorm Pull	FM 4470	Class 1-225 on Polyisocyanurate
"	"	Class 1-270 on Expanded Polystyrene
"	"	Class 1-375 on Lightweight Concrete
"	"	Class 1-735 on Structural Concrete
Severe Hail Test	FM 4470	No separation or rupture 1-SH
Resistance to Foot Traffic	FM 4470	No sign of tearing or cracking.
Liquid Applied Acrylic	ASTM D6083	Approved
Solar Reflectance	ASTM C1549	> or = 0.79
Thermal Emittance	ASTM C1371	> or = 0.90
OTC (Ozone Transport Commission)		Compliant
California Title 24		Compliant
CRRC (Cool Roof Rating Council)		Approved
Energy Star (Dept. of Energy)		Approved
(White or Cotton Finish Coat Only)		

1.13 INSULATION BOARD MATERIALS

1. Acceptable recovery boards:

Polyisocyanurate - 1.5 in. (3.81cm) minimum thickness. Max board size 4ft.x 8ft. (1.219m x 2.438m) if mechanically fastened or 4ft.x 4ft. (1.219m x 1.219m) if adhered with Factory Mutual approved roofing adhesive. Closed cell with factory laminated facer. Foam core to have rated flame spread of 25 in. (63.5cm.) or less and minimum compressive strength of 250 psi. (1724 kPA)

Expanded Polystyrene - 1.5 inches (3.81cm) minimum thickness a minimum of 1.5 lb/ft^3 (24.30 kg/m^3) density. Max board size is 4ft. x 8ft. (1.219m x 2.438m) mechanically fastened or 4ft x 4ft (1.219m x 1.219m) if adhered with Factory Mutual approved roofing adhesive.

Plywood - ¾ inch (1.905 cm.) minimum thickness tongue and groove exterior B&C grade. (Non-treated). Plywood is to be adhered with sub-floor adhesive and deck fasteners.

Densdeck - ¼ inch (.635 cm.) minimum thickness if used over an approved smooth existing substrate. ½ inch (1.27 cm.) thickness is the normal recommendation.

Tapered ISO or EPS - 1.5 inches (3.81cm) minimum thickness a minimum of 1.5 lb/ft^3 (24.30 kg/m^3) density. Max board size is 4ft x 4ft (1.219m x 1.219m) with a slope of not less than .25 inch per foot (2.083cm/meter).

2. Unacceptable recovery boards-

   OSB – any type., Blue Board (Dow Co.), High Density Board, Perlite, and Treated Plywood.

1.14ACCESSORIES

1. Adhesive: Insta-Stick, OlyBond, or FM (Factory Mutual) approved polyurethane adhesive, dispensed from pre-pressurized containers. Application guild lines should be dictated by the adhesive manufacture.

2. Mechanical Fasteners (preferred method): Use mechanical fasteners with plates. Fastener patterns as to be recommended by the board manufacture.

3. Cant Strips: Recommended composition materials are EPS (Expanded Polystyrene), ISO (Polyisocyanurate), and wood (non-treated). Cant strips are to be installed at all internal corners, around curbs, and at all 90 degree angles specified by Hydro-Stop

4. Moisture Breathers: Install moisture breathers as recommended by Hydro-Stop Technical Personal.

5. Hydro-Fiber: Bulking material used in conjunction with Foundation Coat or BarrierGuard slurry (as specified by Hydro-Stop Technical Representative) to fill cracks, voids, or low depressions on various substrates.

6. StableRust Primer: water based surfactant-free primer used in direct metal applications to stabilize and protect metal surfaces.

PART 2 EXECUTION

2.1 EXAMINATION

1. Verify substrate surfaces are durable, free of frozen matter, dampness, loose particles, cracks, pits, projections, or foreign matter detrimental to adhesion or application of waterproofing system.

2. Verify that substrate surfaces are smooth and not detrimental to full contact bond of waterproofing materials.

3. Verify items that penetrate surfaces to receive waterproofing are securely installed.

4. Verify that substrate areas are adequately supported and firmly fastened in place.

5. Verify that roof deck has a minimum slope of .25 inch / foot (2.083cm/meter)

6. Verify that roof does not have ponding water areas.

7. Verify that all attached vertical walls are properly waterproofed.

2.2 PREPARATION

1. Protect adjacent surfaces not designated to receive waterproofing.

2. Do not apply waterproofing to surfaces unacceptable to manufacturer.

2.3 INSTALLATION - INSULATION

1. Adhere insulation to deck with Polyurethane adhesive or proper fasteners in accordance with manufacturer's installation instructions to meet a minimum uplift requirement of 1-90. Please verify the proper uplift requirements with the specifier or your local building code authority.

2. Stager all board joints.

3. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

4. Apply no more insulation than can be covered with waterproofing on the same day.

5. Install cant strips at internal corners and metal drip edge on outside perimeter.

2.4 WATERPROOFING APPLICATION

1. Foundation Coat & Fabric Components- Consist of one coat of FoundationCoat applied to the substrate, Hydro-Stop PremiumCoat Fabric (sizes vary) laid into the wet FoundationCoat, and finally a second coat of FoundationCoat saturating the fabric from above. Care should be given to ensure that adjacent runs of fabric are overlapped a minimum of 4 inches (10.16 cm). Foundation Coats are applied at a total rate of 25-40 ft^2/gal (.594 - .951 m^2/liter) depending on substrate. FoundationCoat should only be applied with the use of approved roof brushes. Rolling and spraying of the FoundationCoat are absolutely forbidden.

   A. Recovery Board Seams- Using 6 inch (30.48 centimeters) fabric and the Foundation components (as described above), waterproof all board seams, cracks, and non-working joints.. Center 6 inch (15.24 centimeters) fabric over all seams.

B. Roof Perimeter- Using 12 inch (30.48 centimeters) fabric and the Foundation components (described above), waterproof entire roof perimeter. Continue waterproofing up vertical surfaces and onto deck a minimum of 6 inches (15.24 centimeters) in each direction.

C. Roof Penetrations- Using 12 inch (30.48 centimeters) fabric and the Foundation components (described above) seal items projecting through waterproofing material watertight. Waterproof up penetrations a minimum of 6" (15.24 centimeters)

D. Roof Field- Using 40 in. (1.016 m) fabric and the Foundation components (as described above) seal the entire roof field. Overlap adjacent runs of fabric 4 inches (10.16 cm) minimum

3. Finish Coat Component- Apply 2 coats of FinishCoat at a combined total rate of 70 ft^2/gal (1.664 m^2/liter) over entire roof area. Minimum milage requirements are 11.5 mils (.0115 inches / .292 millimeters) wet and 6.1 mils (.0061 inches / .155 millimeters) dry per coat. Allow to dry between coats. Total Finish Coat dry thickness should be a minimum of 12.2 mils (.0122 inches / .31 millimeters).

4. Completed PremiumCoat System- System must be installed to a minimum 40 mil (.04 inches / 1.016 millimeters) total cured thickness.

2.5 PROTECTION OF FINISHED WORK

1. Monitor finished system for 7 day, sweeping off birdbaths to allow for full cure.

2.6 CLEANING

1. Clean unscheduled surfaces receiving waterproofing in accordance with manufacturer's instructions.

END OF SECTION

EXHIBIT "B"

HIDALGO COUNTY

SPECIFICATIONS

REQUEST FOR BIDS

FOR

ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at 3105 East Richardson, Edinburg, Texas

RFB NO: 2012-021-03-07-MSS

COPY NO. 10



DATED: January 25, 2012

HIDALGO COUNTY, TEXAS
ADDITIONS and RENOVATIONS to the W.I.C. CLINIC/OFFICES
Located at 3105 East Richardson, Edinburg, Texas

DOCUMENT 00010

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Section Title

MISCELLANEOUS DOCUMENTS

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3. Exhibit C, Insurance Requirements
4. Exhibit D, CIQ Conflict of Interest Questionnaire
5. Exhibit E, Proposer's Affidavit
6. Certification Regarding Debarment
7. Vendor/Bidder Application and W-9 Form
8. Draft – AIA Document A101-2007
9. Draft – AIA Document A201-2007
10. County Forms Submittal Check List

DIVISION 1 - GENERAL REQUIREMENTS

01100 Summary
01200 Price and Payment Procedures
01300 Administrative Requirements
01330 Submittal Procedures
01400 Quality Requirements
01500 Temporary Facilities and Controls
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DIVISION 2 - SITE CONSTRUCTION

Division 2 Specifications are located within drawings

DIVISION 3 – CONCRETE

Division 3 Specifications are located within drawings

DIVISION 4 – MASONRY

Division 4 Specifications are located within drawings

DIVISION 5 - METALS

Division 5 Specifications are located within drawings

DIVISION 6 - WOOD AND PLASTICS

06114 Miscellaneous Rough Carpentry
06150 Wood Decking
06410 Architectural Wood Casework

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07191 Water Repellents
07211 Building Roof Insulation
07262 Fluid-Applied Air and Vapor Barrier
07411 Metal Roof Panels
07620 Sheet Metal Work, Gutters, and Downspouts
07900 Joint Sealers

DIVISION 8 – DOORS AND WINDOWS

08110 Standard Steel Doors and Frames
08212 Flush Wood Doors
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08710 Door Hardware
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DIVISION 9 - FINISHES

09260 Gypsum Board Assemblies
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09511 Suspended Acoustical Ceilings
09650 Resilient Flooring
09900 Paints and Coatings

DIVISION 10 - SPECIALTIES

10170 Plastic Toilet Compartments
10440 Signs
10523 Fire Extinguisher Cabinets
10800 Toilet and Bath Accessories

DIVISION 12 - FURNISHINGS

12493 Horizontal Louver Blinds

DIVISION 15 - MECHANICAL/PLUMBING

Division 15 Specifications are located within drawings

DIVISION 16 - ELECTRICAL

Division 16 Specifications are located within drawings

END OF SECTION

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
"ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"

BID No. -2012-021-03-07-MSS

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7.	Vendor/Bidder Application and W-9 form	6
8.	DRAFT -AIA Document A101-2007	
9.	DRAFT -AIA Document A201-2007	
10.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for:

2012-021-03-07-MSS
-HIDALGO COUNTY-"Additions and Renovations to the W.I.C. Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas".

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained at the office of the project architect *Steven L McGarraugh AIA,* Dannenbaum Engineering Company, 1109 Nolana Loop –Suite 208, McAllen, TX 78504 (956) 682-3677 for the amount of $75.00. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be refundable.

PRE-BID CONFERENCE is scheduled for Tuesday, February 28, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and Bid **No.:2012-021-03-07-MSS**-HIDALGO COUNTY -**"Additions and Renovations to the W.I.C. Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, March 07, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

Typed-written bidding RFI's shall be faxed to: *Steven L McGarraugh AIA @ (956) 686-1822*. Please call 956-682-3677 to confirm receipt of faxed RFI. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by February 29, 2012. Inquiries beyond this date will not be responded. Contact project architect's office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 14th day of February, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"Additions and Renovations to the W.I.C. Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas"

RFB NO: 2012-021-03-07-MSS

Acceptance Due Date: **March 07, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-021-03-07-MSS- HIDALGO COUNTY – ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, MARCH 07, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-021-03-07-MSS- HIDALGO COUNTY – ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **BID-2012-021-03-07-MSS- HIDALGO COUNTY – ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County WIC Program
  Norma Longoria, Director
  3105 W. University Dr.
  Edinburg, TX 78539
  Ph: (956) 381-4646
  Fx: (956) 380-4056

17. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	**February 28, 2012**
Bid Opening,	**3:00 PM**	**March 07 , 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract

or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND
DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"

BID No. -2012-021-03-07-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐☐ CLAIMS MADE OCCUR				MED (Any one person)	$
	☐ OWNER'S & CONT. PROT				PERS & ADV INJURY	$
	☐ OWNER'S PROTECTIVE LIABILITY				AL AGGREGATE	$
	GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY**				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY**				EACH OCCURENCE	$
	☐ OCCUR ☐ CLAIMS-MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE EA EMPLOYEE	$
					E L DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
"ADDITIONS AND RENOVATIONS TO THE W.I.C. CLINIC/OFFICES LOCATED AT 3105 E. RICHARDSON, EDINBURG, TEXAS"

BID No. -2012-021-03-07-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name:_____

Signature: _____ Date: _____

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Contractor's use of site and premises.

C. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes construction of building additions and renovation of existing facility for the WIC Clinic located at 3105 East Richardson, Edinburg, Texas.

B. Perform Work of Contract under fixed cost contract with Owner in accordance with Conditions of Contract.

C. Work under this contract includes:
   1. Base bid includes the construction of building additions and renovation of existing facilities.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. The owner will continue to use the existing premises for daily operation while the new area is constructed as long as is possible for construction. The Contractor shall coordinate with the owner for work schedules. The Contractor shall notify the Owner within a minimum of 14 days in advance when use of the existing facility must be terminated for demolition and remodeling of the facility.

1.4 FUTURE WORK – Not Used

1.5 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.

B. Applications for payment.

C. Change procedures.

D. Defect assessment.

E. Alternates.

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.

D. Include in each line item, amount of Allowances specified in this section.

E. Include within each line item, direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit three copies of each application on Owner designated form.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Submit with transmittal letter as specified for Submittals in Section 01330 - Submittal Procedures.

F. Submit waivers.

G. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
   1. Current construction photographs specified in Section.
   2. Partial release of liens from major subcontractors and vendors.
   3. Record documents as specified in Section, for review by Owner which will be returned to Contractor.
   4. Affidavits attesting to off-site stored products.
   5. Construction progress schedules, revised and current as specified in Section.

1.4 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 5 days.

D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01600 - Product Requirements.

E. Stipulated Sum/Price Change Order: Based on Proposal Requestor Notice of Change and Contractor's price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

F. Construction Change Directive: Architect/Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.

J. Change Order Forms: AIA G701

K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

L. Correlation Of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but price will be adjusted to new price reduced at discretion of Architect/Engineer.

D. Defective Work will be partially repaired to instructions of Architect/Engineer, and price will be reduced at discretion of Architect/Engineer.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects and identify payment adjustments, is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected products.

1.6 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work.

C. Schedule of Alternates – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Progress meetings.

E. Cutting and patching.

F. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. Employ Land Surveyor registered in State of Texas and acceptable to Architect/Engineer.

B. Locate and protect survey control and reference points. Promptly notify Architect/Engineer of discrepancies discovered.

C. Control datum for survey is that established by Owner provided survey and shown on Drawings.

D. Verify set-backs and easements; confirm drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. On completion of work, submit as-built drawings illustrating dimensions, locations, angles, and elevations of construction and site work.

G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

H. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

I. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.4 PRECONSTRUCTION MEETING

A. Architect will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, and Contractor.

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. Scheduling activities of Geotechnical Engineer.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems impeding planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.
   13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with material in accordance with Section 07840, to full thickness of penetrated element.

J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to permit installation of new work and finishes.

G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified renewed condition for each material, with neat transition to adjacent finishes.

J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review. request instructions from Architect/Engineer.

M. Trim existing doors to clear new floor finish. Refinish trim to original or specified condition.

N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product sections.

END OF SECTION

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Samples.

G. Design data.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Erection drawings.

M. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

H. Allow space on submittals for Contractor and Architect/Engineer review stamps.

I. When revised for resubmission, identify changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation section of Work, identifying first work day of each week.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products and products identified under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products and products identified under Allowances.

J. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit in form of one reproducible transparency and one opaque reproduction.

****** OR ******

E. Submit number of opaque reproductions Contractor requires, plus three copies Architect/Engineer will retain.

F. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Execution Requirements.

1.7 SAMPLES

A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
   2. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect/Engineer selection.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.

F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700 - Execution Requirements.

1.8 DESIGN DATA

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit report in duplicate within 5 days 24 hours of observation to Architect/Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect/Engineer.

B. Each month submit photographs with Application for Payment.

C. Photographs: mounted on 8-1/2 x 11 inch soft card stock, with left edge binding margin for three hole punch.

D. Take two site photographs from differing directions and five interior photographs indicating relative progress of the Work, five days maximum prior to submitting.

E. Identify each print. Identify name of Project, contract number phase orientation of view, date and time of view, and photographer's numbered identification of exposure.

F. Deliver negatives or electronic files to Owner with project record documents. Catalog and index negatives in chronological sequence; include typed table of contents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances.

C. References.

D. Labeling.

E. Mock-up requirements.

F. Testing and inspection services.

G. Manufacturers' field services.

H. Examination.

I. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement when there are no Bids, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be comparison standard for remaining Work.

D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

1.7 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer or Owner.

C. Reports will be submitted by independent firm to Architect/Engineer, Contractor, and authority having jurisdiction, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
   1. Submit final report indicating correction of Work previously reported as non-compliant.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

E. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

F. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

G. Agency Responsibilities:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests required by Architect/Engineer.
   7. Attend preconstruction meetings and progress meetings.

H. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authority having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.

4. Date and time of sampling or inspection.
5. Identification of product and specifications section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

I. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01330 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

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SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Temporary lighting for construction purposes.
   3. Temporary water service.
   4. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Project identification.
   6. Traffic regulation.
   7. Fire prevention facilities.

C. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   3. Security.
   4. Water control.
   5. Dust control.
   6. Erosion and sediment control.
   7. Noise control.
   8. Pest control.
   9. Pollution control.
   10. Rodent control.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation. Utilize Owner's existing power service, provide separate metering and reimburse Owner for cost of energy used.

B. Do not disrupt Owner's use of service.

C. Complement existing power service capacity and characteristics as required for construction operations.

D. Provide power outlets, with branch wiring and distribution boxes located at each floor as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

E. Provide main service disconnect and over-current protection at convenient location feeder switch at source distribution equipment.

F. Permanent convenience receptacles may not be utilized during construction.

G. Provide distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for active work area.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve minimum lighting level of 2 watt/sq ft.

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas entire site after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations.

1.5 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.6 FIELD OFFICES AND SHEDS

A. Do not use existing facilities for field offices or for storage.

B. Do not use permanent facilities for field offices or for storage.

C. Construction: Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
   1. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of Work; remove when no longer needed at completion of Work.

D. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01600 - Product Requirements.

E. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

F. Installation:
   1. Employee Residential Occupancy: Not allowed on Owner's property.

G. Maintenance And Cleaning:
   1. MinimumWeekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
   2. Maintain approach walks free of mud, water, and snow.

H. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.7 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.

B. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

C. Location as approved by Architect/Engineer.

D. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.

E. Provide and maintain access to fire hydrants and control valves free of obstructions.

F. Provide means of removing mud from vehicle wheels before entering streets.

1.8 PARKING

A. Coordinate with Architect for temporary parking areas to accommodate construction personnel.

B. Locate as approved by Architect/Engineer.

C. When site space is not adequate, provide additional off-site parking.

D. Use of designated existing on-site streets and driveways used for construction traffic is not permitted. Tracked vehicles not allowed on paved areas.

E. Do not allow heavy vehicles or construction equipment in parking areas.

F. Permanent Pavements And Parking Facilities:
   1. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
   2. Use of permanent parking structures is permitted.

G. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

H. Removal, Repair:
   1. Remove temporary materials and construction when permanent paving is usable at Substantial Completion.
   2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
   3. Repair existing permanent facilities damaged by use, to original specified condition.

I. Mud From Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site periodically weekly and dispose off-site.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. One painted sign, 32 sq ft area, bottom 6 feet above ground.
   2. Content:
      a. Project number, title, logo and name of Owner as indicated on Contract Documents.

b. Names and titles of authorities.
c. Names and titles of Architect/Engineer and Consultants.
d. Name of Prime Contractor and major Subcontractors.

3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.

B. Project Informational Signs:
1. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet distance.
2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
3. No other signs are allowed without Owner permission except those required by law.

C. Design sign and structure to withstand 60 miles/hr wind velocity.

D. Sign Painter: Experienced as professional sign painter for minimum three years.

E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

G. Sign Materials:
1. Structure and Framing: Structurally adequate and approved by Architect.
2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized.
4. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
5. Lettering: Exterior quality paint, contrasting colors as selected.

H. Installation:
1. Install project identification sign within 15 days after date fixed by Notice to Proceed.
2. Erect at designated location.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

I. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

J. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.11 FIRE PREVENTION FACILITIES

A. Prohibit smoking with buildings under construction and demolition. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

1.12 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide protection for plants designated to remain. Replace damaged plants.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.13 ENCLOSURES AND FENCING

A. Construction: Contractor's option Commercial grade chain link fenceor Plastic construction netting.

B. Provide 6 feet high fence around construction site; equip with vehicular and pedestrian gates with locks.

C. Exterior Enclosures:
1. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
2. Provide temporary roofing as specified in Section.

1.14 SECURITY

A. Security Program:
1. Protect Work existing premises from theft, vandalism, and unauthorized entry.
2. Maintain program throughout construction period until Owner occupancy Owner acceptance precludes need for Contractor security directed by Architect/Engineer.

B. Entry Control:
1. Restrict entrance of persons and vehicles into Project site and existing facilities.
2. Allow entrance only to authorized persons with proper identification.
3. Coordinate access of Owner's personnel to site in coordination with Owner's designated personnel.

C. Restrictions:
1. Do not allow cameras on site or photographs taken except by written approval of Owner.
2. Do no work on days indicated in Owner-Contractor Agreement.

1.15 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as required.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.16 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.17 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.18 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

1.19 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.20 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.21 RODENT CONTROL

A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion Final Application for Payment inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

F. Equipment electrical characteristics and components.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Architect/Engineer will consider requests for Substitutions only within 30 days after date of Owner-Contractor Agreement. Substitutions will not may be considered when a product becomes unavailable through no fault of Contractor.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

C. A request constitutes a representation that Bidder/Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

E. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
   3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

B. Cord and Plug: Furnish minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Product warranties and product bonds.

M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

C. Clean debris from roofs, gutters, downspouts, and drainage systems.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect/Engineer seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01330 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment and instructed by qualified representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first main floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring capacity expansion binders with durable plastic cloth covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals Photocopies of warranties and bonds.

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product specification sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed. by label machine.

G. Include color coded wiring diagrams as installed.

H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

J. Include servicing and lubrication schedule, and list of lubricants required.

K. Include manufacturer's printed operation and maintenance instructions.

L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

N. Include control diagrams by controls manufacturer as installed.

O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

R. Include test and balancing reports as specified in Section 01400 - Quality Requirements.

S. Additional Requirements:As specified in individual product specification sections.

T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cloth cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.13 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections for year from date of Substantial Completion.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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TECHNICAL SPECIFICATIONS "STRUCTURAL"

HIDALGO COUNTY – PRECINT 3
W.I.C. EDINBURG OFFICE

DIVISION II - SITEWORK

02110	SITE CLEARING AND GRUBBING
02200	EARTHWORK
02282	TERMITE CONTROL

DIVISION III - CONCRETE

03200	CONCRETE REINFORCEMENT
03310	CONCRETE WORK

DIVISION IV - MASONRY

04065	MORTAR AND MASONRY GROUT
04200	UNIT MASONRY
04230	REINFORCED UNIT MASONRY

DIVISION V – METALS

05100	STRUCTURAL STEEL
05210	STEEL JOISTS AND JOIST GIRDERS
05300	METAL DECKING
05500	METAL FABRICATION



1-04-12

SECTION 02110

SITE CLEARING AND GRUBBING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Divisions 1 Specifications Sections, apply to this section.

SUMMARY

This Section includes the following:

Clearing and grubbing.

PROJECT CONDITIONS

Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition

PART 2 - PRODUCTS

Not applicable to this section

PART 3 - EXECUTION

SITE CLEARING

General: Remove grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and off-site disposing of stumps and roots.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated. Refer to other sections in this division relating to fill requirements.

DISPOSAL OF WASTE MATERIALS

Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's properties.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

SUMMARY

This Section includes the following:

Preparing of subgrade for building slabs, walks, and pavements.

Excavating and backfilling of trenches within building lines.

Excavating and backfilling for underground mechanical and electrical utilities and buried mechanical and electrical appurtenances within builing lines.

SUBMITTALS

Test Reports: Submit the following reports directly to Architect from the testing services, with copy to Contractor:

Test reports on borrow material.

Field Reports; in-place soil density test.

One optimum moisture-maximum density curve for each type of soil encountered.

Report of percent compaction and moisture content of each strata tested.

QUALITY ASSURANCE

Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.

Testing and Inspection Service: Owner will employ and pay for a qualified independent geotechnical testing and inspection laboratory to perform soil testing and inspection service during earthwork operations.

Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Architect's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geo-technical testing without delaying the progress of the work.

PROJECT CONDITIONS

Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Use of Explosives: Use of explosives is not permitted.

Protection of Person and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

PART 2- PRODUCTS

SOIL MATERIALS

Select fill: Fill under all floor slabs and walks when properly slaked and tested by a qualified testing laboratory shall meet the following requirements:

1. Refer to Structural Plans

Samples of proposed select fill shall be furnished to the testing laboratory a minimum of 7 days prior to installation to permit time for specification compliance, inspection and approval.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.

PART 3 - EXECUTION

EXCAVATION

Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

STABILITY OF EXCAVATIONS

General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

DEWATERING

Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

STORAGE OF EXCAVATED MATERIALS

Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage. Refer to structural plans for other directives.

Located and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

EXCAVATION FOR STRUCTURES

Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection.

Excavations for footing and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

Excavation for Grade Beams: Cut grade beams to the cross sections and grades as shown on the drawings. Deposit excavated materials away from the proposed building areas.

Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection. Do not disturb bottom of excavations, intended for bearing surface.

TRENCH EXCAVATION FOR PIPES AND CONDUIT

Excavate trenches to uniform width, sufficiently wide to provide ample working room and minimum of 6 to 9 inches of clearance on both sides of pipe or conduit.

Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil.

For pipes or conduit less than 6 inches in nominal size, and for flat-bottomed, multiple-duct conduit units, do not excavate beyond indicated depths. Hand-excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

For pipes and equipment 6 inches or larger in nominal size, shape bottom of trench to fit bottom of pipe for 90 degrees (bottom 1/4 of the circumference). Fill depressions with tamped select fill. At each pipe joint, dig bell holes to relieve pipe bell of loads ensure continuous bearing of pipe barrel on bearing surface.

BACKFILL AND FILL

General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use select fill material.

Under steps, use select fill material.

Under building slabs, use select fill material.

PLACEMENT AND COMPACTION

Remove at least 8 inches of top soil, vegetation, debris, etc., from the proposed building and paved areas to a distance of 5' - 0" outside the construction line.

Rework and compact the exposed subgrade under all floors per Plans

Select Fill: Refer to Structural Plans

Laboratory moisture-density curve or curves as required, and results of field density checks shall be submitted to the Architect or Engineer. A minimum of one (1) in place density test per 2000 square feet of slab are shall be taken on alternating lifts during placement of select fill.

No backfilling will be permitted where excavations for bearing under footings has been carried too deep. Such excavations shall be filled with concrete of the same class as the member it is to support.

GRADING

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.

Grading Outside Building Lines: Grades areas adjacent to building lines to drain away from structures and to prevent pounding. Finish surfaces free from irregular surface changes and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1/2 inch above or below required subgrade elevation.

FIELD QUALITY CONTROL

Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade, base and fill layer before further backfill or construction work is performed.

If in opinion of Architect, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained. Contractor shall pay for such retesting.

EROSION CONTROL:

Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

MAINTENANCE

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further constructions.

Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS

Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property.

END OF SECTION

SECTION 02282

TERMITE CONTROL

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications sections, apply to work of this section.

Chemical soil treatment

SUMMARY

Provide soil treatment for termite control, as herein specified, prior to placement of vapor barrier under concrete work.

REFERENCES

Title 7, United States Code, 136 through 136y – Federal Insecticide, Fungicide and Rodenticide Act; United States Code; 1947 (Revised 2001).

SUBMITTALS

See Section 01300 – Administrative Requirements, for submittal procedures.

Product Data: Indicate toxicants to be used, composition by percentage, dilution schedule, intended application rate.

Test Reports: Indicate regulatory agency approval reports when required.

Manufacturer's Application Instructions: Indicate caution requirements.

Manufacturer's Certificate: Certify that toxicants meet or exceed specified requirements.

Warranty: Submit warranty and ensure that forms have been completed in **Hidalgo County - Precinct 3**

Product Data: Submit manufacturer's technical data and application instructions.

QUALITY ASSURANCE

In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application.

Engage a professional pest control operator, licensed in accordance with regulations of governing authorities for application of soil treatment solution.

Use only termiticides which bear a Federal registration number of the U.S. Environmental Protection Agency.

JOB CONDITIONS

Restrictions: Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.

To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with handling and application instructions of the soil toxicant manufacturer.

SPECIFIC PRODUCT WARRANTY

Furnish written warranty certifying that applied soil termiticide treatment will prevent infestation of subterranean termites and, that if subterranean terminate activity is discovered during warranty period, Contractor will retreat soil and repair or replace damage caused by termite infestation. Provide warranty for a period of 1 year from date of treatment, signed by Applicator and Contractor. This contract shall be renewable annually at the option of the Owner.

Warranty for repair or replacement of all termite damaged materials up to the sum of $5,000.00.

PART 2 - PRODUCTS

SOIL TREATMENT SOLUTION

Use an emulsible concentrate termiticide for dilution with water, especially formulated to prevent infestation by termites. Fuel oil will not be permitted as a diluent. Provide a solution consisting of one of following chemical elements and concentrations:

Chloropyrifos ("Dursban TC"); 1.0 percent is water emulsion.

Permathrin ("Dragnet", "Torpedo"); 0.5 percent in water emulsion.

Other solutions may be used as recommended by Applicator if also acceptable to Architect and approved for intended application by jurisdictional authorities. Use only soil treatment solutions which are not injurious to planting.

PART 3 - EXECUTION

APPLICATION

Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.

Application Rates: Apply soil treatment solutions as follows:

Under slab-on-grade structures, treat soil before concrete slabs are placed, using the following rates of application:

Apply 4 gallons of chemical solution per 10 lin. ft. to soil in critical areas under slab, including entire inside perimeter inside of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footers.

Apply one gallon of chemical solution per 10 sq. ft. as an overall treatment under slab and attached slab areas where fill is soil or unwashed gravel. Apply 1-1/2 gallons of chemical solution to areas where fill is washed gravel or other coarse absorbent material.

Apply 4 gallons of chemical solution per 10 lin. ft. of trench, for each foot of depth from grade to footing, along outside edge of building. Dig a trench 6" to 8" wide along outside of foundation to a depth of not less than 12". Punch holes to top of footing at not more than 12" o.c. and apply chemical solution. Mix chemical solution with the soil as it is being replaced in trench.

At hollow masonry foundations or grade beams, treat voids at rate of 2 gal. per 10 lin. ft., poured directly into the hollow spaces.

At expansion joints, control joints, and areas where slabs will be penetrated, apply at rate of 4 gals. per 10 lin. ft. of penetration.

Post signs in areas of application to warn workers that soil termiticide treatment has been applied. Remove signs when areas are covered by other construction.

Reapply soil treatment solution to areas disturbed by subsequent excavation, landscape grading, or other construction activities following application.

Outside building perimeter in a strip at least 2' wide, 1 gallon per 5 square feet.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 – GENERAL

SECTION INCLUDES

Reinforcing steel for cast-in-place concrete.

Supports and accessories for steel reinforcement.

RELATED SECTIONS

Section 03310 – Concrete Work.

REFERENCES

ACI 301 – Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2005.

ACI SP-66 – ACI Detailing Manual; American Concrete Institute International; 2004.

ASTM A 185/A 185M – Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2006.

ASTM A 615/A 615 M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2006.

CRSI (DA4) – Manual of Standard Practice; Concrete Reinforcing Steel Institute; 2001.

SUBMITTALS

See Section 01300 – Administrative Requirements, for submittal procedures.

Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.

QUALITY ASSURANCE

Perform work of this section in accordance with ACI 301.

PART 2 PRODUCTS

REINFORCEMENT

Reinforcement Steel: ASTM A 615/A 615M Grade 60 (420),

- Deformed billet-steel bars.
- Unfinished

Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain type.

- Flat Sheets.
- Mesh Size: 6x6
- Wire Gage: W2.9 X W2.9 or as indicated on the plans.

Reinforcement Accessories:

- Tie Wire: Annealed, minimum 16 gage.
- Chairs, Bolster, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
- Provide stainless steel or plastic components for placement with 1-1/2 inches of weathering surfaces.

FABRICATION

Fabricate concrete reinforcing in accordance with CRSI (DA4) – Manual of Standard Practice.

Welding of reinforcement is not permitted.

PART 3 EXCECUTION

PLACEMENT

Place, support and secure reinforcement against displacement. Do not deviate from required position.

Do not displace or damage vapor barrier.

Accommodate placement of formed openings.

Maintain concrete cover around reinforcing as follows:

- Footings and Concrete Formed Against Earth: 3 inch.
- Slabs on Fill: 2 inch.

Conform to applicable code for concrete cover over reinforcement.

END SECTION

SECTION 03310

CONCRETE WORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

REFERENCES:

ACI 211.1 – Standard Practice for Selectiong Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).

ACI 301 – Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2005.

ACI 302.1R – Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004.

ACI 304R – Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.

ACI 305R – Hot Weather Concreting; American Concrete Institute International; 1999.

ACI 308R – Guide to Curing Concrete; American Concrete Institute International; 2001.

ACI 318 – Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2005.

ASTM C 33 – Standard Specification for Concrete Aggregates; 2003.

ASTM C 39/C 39M – Standard Test Method for Compressive Strength of Cylindrical Concrete Sepcimens; 2005.

ASTM C 94/C 94M – Standard Specification for Ready-Mixed Cocnrete; 2005.

ASTM C 150 – Standard Specification for Portalnd Cement; 2005.

ASTM C 494/C 494M – Standard Specification for Chemical Admixtures for Concrete; 2005a.

ASTM C 618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2005

ASTM C 881/C 881M – Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2002.

ASTM E 115 – Standard Test Method for Determining F (F) Floor Flatness and F (L) Floor Levelness Numbers; 1996 (Reapproved 2001).

ASTM E 1155M – Standard Test Method for Determining F (F) Floor Flatness and F (L) Floor Levelness Numbers [Metric]; 1996 (Reapproved 2001).

SUMMARY:

Extent of concrete work is shown on drawings.

SUBMITTALS:

Product Data: Submit data for non-proprietary materials and items, including admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architects.

Shop Drawings; Reinforcement: Submit original shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

QUALITY ASSURANCE:

Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".
ACI 318 "Building Code Requirements for Reinforced Concrete".
Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".

Materials and installed work may require testing and retesting at anytime during progress of work. Retesting of rejected materials for installed work, shall be done at Contractor's expense.

Single Source Responsibility for Concrete Materials: Obtain concrete material from one manufacturer for each cementitious component and from one source and producer for each aggregate. One Ready Mix Company.

PROJECT CONDITIONS:

Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

FORM MATERIALS:

Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.

REINFORCING MATERIALS:

Reinforcing Bars: ASTM A 615, Grade 60 deformed.

Steel Wire: ASTM A 82, plain, cold-drawn steel.

Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs. Brick scrap is not acceptable.

CONCRETE MATERIALS:

Portland Cement: ASTM C 150, Type I, "Alamo Cement" or equal.

Use one brand of cement throughout project, unless otherwise acceptable to Architect.

Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.

For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.

Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.

Water: Clean and Potable.

Water-reducing Admixture: ASTM C 194, Type A, and containing not more than 0.1 percent chloride ions.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"WRDA Hycol"; W.R. Grace.
"PSI N"; Gifford-Hill/American Admixtures
"Eucon WR-75"; Euclid Chemical Co.
"Pozzolith Normal"; Master Builders.
"Plastocrete 160"; Sika Chemical Corp.
"Chemtard"; Chem-Masters Corp.
"Pro-Kete-N"; Protex Industries, Inc.

Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Accelguard 80"; Euclid Chemical Co.
"Pozzolith High Early"; Master Builders.
"Gilco Accelerator"; Gifford-Hill/America Admixtures

Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Edoco 20006"; Edoco Technical Products.
"Pozzolith Retarder"; Master Builders.
"Eucon Retarder 75"; Euclid Chemical Co.
"Daratard"; W.R. Grace.
"PSI R"; Gifford-Hill/American Admixtures.
"Plastiment"; Sika Chemical Co.
"Protard"; Protex Industries, Inc.

Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chlorine ions are not permitted.

RELATED MATERIALS:

Vapor Retarder: Provide vapor retarder cover over prepared base material where indicated below slabs on grade. Vapor Retarder membrane must have the following qualities

a)	Water Vapor Transmission Rate	ASTM E 96	0.04 Perms or lower
b)	Water Vapor Retarder	ASTM E 1745	Meets or exceeds Class C
c)	Thickness of Retarder (plastic)	ACI 302.1 R-04	Not less than 15 mils

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

a) Stego Wrap 15-mil Vapor Retarder by STEGO INDUSTRIES LLC, San Juan Capistrano, CA (877) 464-7834 www.stegoindustries.com.
b) Griffolyn T-85 by Reef Industries
c) Moistop Ultra by Fortifiber Industries

Liquid Membrane-Forming Curing Compound for **Interior use only**: Liquid type membrane-forming curing compound (must be dissipating cure) complying with ASTM C-309. Moisture loss not more that 0.055 gr./sq.cm. when applied at 300 sq.ft./gal.

Products: Provide the following:

"Kurez DR VOX" as manufactured by Euclid Chemical Company
"Tamms Cure WB 30C" as manufactured by Tamms Industries

Liquid Membrane-Forming Curing Compound for **Exterior use only**: Liquid type membrane-forming curing & sealing compound complying with ASTM C-1315. Moisture loss not more that 0.045 gr./sq. cm. when applied at 200 sq. ft./gal.

Products: Provide the following:

"Super Rez Seal" as manufactured by Euclid Chemical Company
"Master Cure & Seal 30" as manufactured by Master Builders

Bonding Compound: Polyvinyl acetate or acrylic base.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

Polyvinyl Acetate (Interior Only):

"Euco Weld"; Euclid Chemical Co.
"Weldcrete"; Larsen Products Corp.

Acrylic or Styrene Butadiene:

"J-40 Bonding Agent"; Dayton Superior Corp.
"Everbond"; L & M Construction Chemicals.
"Hornweld': A.C. Horn, Inc.
"Sonocrete"; Sonneborn-Rexnord.
"Acrylic Bondcrete"; The Burke Co.
"SBR Latex"; Euclid Chemical Co.
"Daraweld C"; W.R. Grace

PROPORTIONING AND DESIGN OF MIXES:

Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.

Submit written reports to Architect and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Architect.

Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:

3000 psi 28-day compressive strength; W/C ratio, 0.58 maximum (non-air-entrained), 0.46 maximum (air-entrained). For structural slabs and pavements.

Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

Admixtures:

Use water-reducing admixture in concrete as required for placement and workability.

Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).

Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

Ramps, slabs, and sloping surfaces: Not more than 5".

Reinforced foundation systems: Not less than 3" and not more than 5".

Other concrete: Not less than 3" nor more than 5".

CONCRETE MIXING:

Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

PART 3 - EXECUTION

GENERAL:

Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

FORMS:

Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.

Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and insets, and other features required in work. Use selected materials to obtain required finishes. Solidly but joints and provide back-up at joints to prevent leakage of cement paste.

Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Provide temporary openings where interior are of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

Chamfer expose corners and edges as indicate, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Provisions for Other Trades: Provide an opening is concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

VAPOR RETARDER INSTALLATION:

Preparation
Ensure that subsoil is approved by architect or geotechnical firm

1. Level and tamp or roll aggregate, sand or tamped earth base.
2. Insure termite treatment has been done.

Installation

Install Vapor Barrier/Retarder:

1. Installation shall be in accordance with manufacturer's instructions and ASTM E 1643-98.
   a. Unroll Vapor Barrier/Retarder with the longest dimension parallel with the direction of the pour.
   b. Lap Vapor Barrier/Retarder over footings and seal to foundation walls.
   c. Over lap joints 12 inches and seal with manufacturer's tape.
   d. Seal all penetrations (including pipes) per manufacturer's instructions.
   e. No penetration of the Vapor Barrier/Retarder is allowed except for reinforcing steel and permanent utilities.
   f. Repair damaged areas by cutting patches of Vapor Barrier/Retarder, overlapping damaged area 12 inches and taping all four sides with tape.

PLACING REINFORCEMENT:

Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

Avoid cutting or puncturing vapor retarder during reinforcement placement and concreting operations.

Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

JOINTS:

Construction Joints: Locate and install construction joints as indicated or, if not indicated, located so as not to impair strength and appearance of the structure, as acceptable to Architect.

Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

INSTALLATION OF EMBEDDED ITEMS:

General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure

units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

PREPARATION OF FORM SURFACES:

Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

Coat steel forms with, if used, a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT:

Replacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or casting. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.

General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

Consolidate all placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly space locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

Bring slab surfaces to correct level within straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

Maintain reinforcing in proper position during concrete placement operations.

Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

When air temperature has fallen to or is expected to fall below 40 deg F (4deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.

Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix design.

Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.

Used water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

FINISH OF FORMED SURFACES:

Rough Form Finish: For formed concrete surfaces not exposed- to- view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fin and other projections exceeding 1/4" in height rubbed down or chipped off.

MONOLITHIC SLAB FINISHES:

Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

After placing slabs, plane surface to tolerances for floor flatness (F) of 15 and floor levelness (F1) of 13. Slope surfaces uniformly to drains where requires. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F 18 - F 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin firm finish coating system.

After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface procedures a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F 20 - F 17. Grind smooth surface defects which would telegraph through applied floor covering system.

Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristly broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

CONCRETE CURING AND PROTECTION:

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperature.

Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 7 days.

Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs, as follows:

> Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heave rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.
Sealer and Dustproofer: Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

REMOVAL OF FORMS:

Formwork not supporting weight of concrete, such as sides of beams and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

RE-USED OF FORMS:

Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

MISCELLANEOUS CONCRETE ITEMS:

Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

CONCRETE SURFACE REPAIRS:

Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

For exposed-to-view surfaces blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

Repair of Formed Surfaces: Removed and replaced concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins

and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.

Correct high area in unformed surfaces by grinding, after concrete has cured at least 4 days.

Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.

Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2" parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

Perform structural repairs with prior approval of Architect or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.

Repair methods not specified above may be used, subject to acceptance of Architect.

QUALITY CONTROL TESTING DURING CONSTRUCTION:

The Owner will employ a testing laboratory to perform test and to submit test reports.

Sampling and testing for quality control during placement of concrete may include the following, as directed by Architect.

Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.

Concrete Temperature: Test hourly when air temperature is 40 deg F (4 deg C) and below, and when 80 deg F (27 deg C) and above; and each time a set of compression test specimens are required.

Compression Test Specimen: ASTM C 31, one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. When frequency of testing will provide less than 5 strength test for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

Test results will be reported in writing to Architect, Structural Engineer, and Contractor within 24 hours after tests. Reports of compressive strength test shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

END OF SECTION

SECTION 04065

MORTAR AND MASONRY GROUT

PART 1 – GENERAL

SECTIONS INCLUDES

Mortar for masonry.

Grout for masonry.

RELATED SECTIONS

REFERENCES

ASTM C 91 – Standard Specification for Masonry Cement; 2005.

ASTM C 94/C 94M – Standard Specification for Ready-Mixed Concrete; 2005.

ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar; 2004.

ASTM C 270 – Standard Specification for Mortar for Unit Masonry; 2005a.

ASTM C 404 – Standard Specification for Aggregates for Masonry Grout; 2004.

ASTM C 476 – Standard Specification for Grout for Masonry; 2002.

ASTM C 780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2006.

ASTM C 979 – Standard Specification for Pigments for Integrally Colored Concrete; 2005.

ASTM C 1019 – Standard Test Method for Sampling and Testing Grout; 2005.

ASTM C 1072 – Standard Test Method for Measurement of Masonry Flexural bond Strength; 2005b.

ASTM C 1314 – Standard Test Method for Compressive Strength of Masonry Prisms; 2003b.

ASTM E 518 – Standard Test Methods for Flexural Bond Strength of Masonry; 2003.

IMAIWC (CW) – Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.

IMIAWC (HW) – Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

SUBMITTALS

See Section 01300 – Administrative Requirements, for submittal procedures.

QUALITY ASSURANCE

ENVIRONMENTAL REQUIREMENTS

Cold Weather Requirements: Comply with recommendations of IMIAWC (CW).

Hot Weather Requirements: Comply with IMIAWC (HW).

PART 2 – PRODUCTS

MATERIALS

Masonry Cement: ASTM C 91, types as scheduled in this section.

- Colored mortar: Premixed cement as required to match Architect's color sample.

Mortar Aggregate: ASTM C 144.

Grout Aggregate: ASTM C 404.

Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C 979.

Water: Clean and potable.

MORTAR MIXES

Mortar for Unit Masonry: ASTM C 270, Property Specification.

- Exterior, loadbearing masonry: Type S.
- Exterior, non-loadbearing masonry: Type S.
- Interior, loadbearing masonry: Type S.
- Interior, non-loadbearing masonry: Type S.
- Glass unit masonry: Type S.

Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.

MORTAR MIXING

Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C 270 and in quantities needed for immediate use.

Maintain sand uniformly damp immediately before the mixing process.

Add mortar color in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.

Do not use ant-freeze compounds to lower the freezing point of mortar.

If water is lost be evaporation, re-temper only within two hours of mixing.

Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

GROUT MIXES

Bond Beams and Lintels: 3,000 psi strength at 28 days; 8-10 inches slump; provide premixed type in accordance with ASTM C 94/C 94M.

- Fine grout for spaces with smallest horizontal dimension of 2 inches or less.

- Coarse grout for spaces with smallest horizontal dimension greater than 2 inches.

GROUT MIXING

Mix grout in accordance with ASTM C 94/ 94M

Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C 476 for fine and coarse grout.

PRECONSTRUCTION TESTING

Testing will be conducted by an independent test agency, in accordance with provisions of Section 01400.

Mortar Mixes: Test mortars prebatched by weight in accordance with ASTM C 780 recommendations for preconstruction testing.

- Test result will be used to establish optimum mortar proportions and establish quality control values for construction testing.

Grout Mixes: Test grout batches in accordance with ASTM C 1019 procedures.

- Test results will be used to establish optimum grout proportions and establish quality control values for construction testing.

PART 3 – EXECUTION

PREPARATION

Plug clean-out holes for grouted masonry. Brace masonry to resist wet grout pressure.

INSTALLATION

Install mortar and grout to requirements of section (s) in which masonry is specified.

Work grout into masonry cores and cavities to eliminate voids.

Do not install grout in lifts greater than 48 inches without consolidating grout by rodding.

Do not displace reinforcement while placing grout.

Remove excess mortar from grout spaces.

GROUTING

Grouting Technique:

- At the contractor's option, use either low-lift grouting techniques subject to the requirements which follow.

Low-Lift Grouting:

- Limit height of pours to 48 inches.
- Limit height of masonry to 8 inches above each pour.
- Pour grout only after vertical reinforcing and horizontal reinforcing is in place. Prevent displacement of bars as grout is poured.
- Place grout for each pour continuously and consolidated immediately; do not interrupt pours for more than 1-1/2 hours.

High-Lift Grouting:

- Verify that horizontal and vertical reinforcement is in proper position and adequately secured before beginning pours.
- Hollow Masonry: Limit lifts to maximum 4 feet and pours to maximum height of 8 feet.
- Place grout for spanning elements in single, continuous pour.
- Provide cleanout holes in first course at all vertical cells which are to be filled with grout.

FIELD QUALITY CONTROL

An independent testing agency will perform field test.

Test and evaluate mortar in accordance with ASTM C 780 procedures.

- Test with same frequency as specified for masonry units.

Test and evaluate grout in accordance with ASTM C 1019 procedures.

- Test with same frequency as specified for masonry units.

Prism Tests: Test masonry and mortar panels for compressive strength in accordance with ASTM C 1314, and for flexural bonds strength in accordance with ASTM C 1072 or ASTM 8 518; perform tests and evaluate results as specified in individual masonry sections

END SECTION

SECTION 04200

UNIT MASONRY

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK

Extent of each type of masonry work is indicated on drawings and schedule.

Types of masonry work required include:

Brick masonry with pigmented mortar.

Brick vents.

Concrete Masonry Units.

QUALITY ASSURANCE:

Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each surface or visually related surfaces.

Single Source Responsibility for Mortar Materials: Obtain exposed masonry ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

Masonry Preconstruction Testing Service: The Owner Employ and pay for the services of a testing laboratory acceptable to Architect and experienced in performing types of preconstruction masonry test indicated.

Owner shall Engage a testing laboratory complying with ASTM E 329.

Preconstruction Tests by Unit Test Methods: Test as directed by Architect.

Mortar Tests: Test each mortar type per ASTM C 780.

SUBMITTALS

Product Data: Submit manufacturer's product data for each type of masonry unit, accessory, and other manufactured products, including certifications that each type complies with specified requirements.

Samples for Initial Selection Purposes: Submit samples of the following materials:

Colored masonry mortar samples showing full extent of colors available.

DELIVERY, STORAGE, AND HANDLING:

Deliver masonry materials to project in undamaged condition.

Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion, or other causes.

Limit moisture absorption of concrete masonry units during delivery and until time of installation to the maximum percentage specified for Type I units for the average annual-relative humidity as reported by the U.S. Weather Bureau Station nearest project size.

Store cementations materials off the ground, under cover and in dry location.

Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

PROJECT CONDITIONS:

Protection of Work: During erection, cover top of walls with waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.

Extend Cover a minimum of 24 inches down both sides and hold cover securely in place.

Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls or columns.

Do not apply concentrated loads for at least 3 days after building masonry walls or columns.

Staining: Prevent grout, mortar, or soil from staining the face of masonry to be left exposed or painted. Removed immediately grout or mortar in contact with such masonry.

Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.

Protect sills, ledges, and projections from droppings of mortar.

Cold Weather Protection:

Do not lay masonry units which are wet or frozen.

Remove any ice or snow formed on masonry bed by carefully applying heat until top surface is dry to the touch.

Remove masonry damaged by freezing conditions.

For clay masonry units with initial rates of absorption (suction) which require them to be wetted before laying, comply with the following requirements.

For units with surface temperatures above 32 deg. F (0 deg. C.), wet with water heated to above 70 deg. F (21 deg. C).

For units with surface temperatures below 32 deg. F (0 deg. C), wet with water heated to above 130 deg. F (54 deg. C).

PART 2 - PRODUCTS

Facing Brick: ASTM C216, Type FBS, Grade MW.

Color and Texture: As selected by the Architect.

Nominal Size: As selected by the Architect.

Compressive Strength: As selected by the Architect.

Manufacturer: As selected by the Architects.

Cornice Brick: ASTM C216, Type FBS, Grade MW.

Color and Texture As selected by the Architect.

Nominal Size: As selected by the Architect.

Compressive Strength: As selected by the Architect.

Manufacturer: As selected by the Architect.

MORTAR AND GROUT MATERIALS:

Portland Cement: ASTM C 150, Type I, Except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce required mortar color.

Hydrate Lime: ASTM C 207, Type S.

Aggregate for Grout: ASTM C 404.

Available Products: Subject to compliance with requirements, colored mortar pigments which may be incorporated in the work include, but are not limited to, the following:
"SGS Mortar Colors"; Solomon Grind-Chem Services, Inc.
"True Tone Motar Colors"; Davis Colors, A Subsidiary of Rockwood Industries, Inc.

Water: Clean and potable.

JOINT REINFORCEMENT, TIES, AND ANCHORING DEVICES:

Materials: Comply with requirements indicated below for basic materials and with requirements indicated under each form of joint reinforcement, tie, and anchor for size and other characteristics:

Zinc-Coated (galvanized) Steel Wire: ASTM A 82 for uncoated wire and with ASTM A 641 for zinc coating of class indicated below:

Class 1 (0.40 oz. per sg. ft. of wire surface).

Application: Use for masonry not exposed to exterior or earth.

Hot-Dip Galvanized Steel Wire: ASTM A 82 for uncoated wire and with ASTM A 123.

Class B-2 (1.5 oz per sq. ft. of wire surface) for zinc coating applied after prefabrication into units.

Application: Use for masonry exposed to exterior and in contact with earth.

Zinc-Coated (Galvanized) Steel Sheet: Carbon steel with zinc coating complying with ASTM A 525, Coating Designation G90.

Joint Reinforcement: Provide welded-wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10', with prefabricated corner and tee units, and complying with requirements indicated below:

Width: Fabricate joint reinforcement in units with widths of approximately 2" less than nominal width of walls and partitions as required to provide mortar coverage of not less than 5/8" on joint faces exposed to exterior and 2" elsewhere.

Wire Size for Side Rods: 0.1875" diameter.

Wire Size for Cross Rods: 0.1483" diameter

For single-wythe masonry provide type as follows with single pair of side rods:

Truss design with continuous diagonal cross rods spaced not more than 16@ o.c.

For multi-wythe masonry provide type as follows:

Tab design with single pair of side rods and truss type diagonal cross rods spaced not more than 16" o.c.; with side rods spaced for embedment within each face shell of back-up wythe and rectangular ties extended to within 1" of exterior face of facing wythe and spaced not more than 24" o.c. Use units with adjustable 2-piece rectangular ties.

Flexible Anchors: Where flexible anchors are indicated for connecting masonry to structural framework, provide 2-piece anchors as described below which permit vertical or horizontal differential movement between wall and framework parallel to, but resist tension and compression forces perpendicular to, plane of wall.

For anchorage to concrete framework, provide manufacturer's standard anchors with dovetail anchor section formed from 0.1046" (12 gage) thick sheet metal and triangular-shaped wire tie section sized to extend within 1" of masonry face.

For anchorage to steel framework provide manufacturer's standard anchors with crimped 1/4" diameter wire anchor section for welding to steel and triangular-shaped wire tie section sized to extend within 1" of masonry face.

Wire Size: 0.1875" diameter.

For anchorage to metal studs provide hot dip galvanized No. D/A 213 Veneer Anchor with DA807 screws as manufactured by DUR-O-WAL or equal.

MISCELLANEOUS MASONRY ACCESSORIES:

Reinforcing Bars: Deformed steel, ASTM A 615, Grade 60 for bars No. 3 to No. 18.

Non-Metallic Expansion Joint Strips: Premolded, flexible cellular neoprene rubber filler strips complying with ASTM D 1056, Grade RE41E1, capable of compression up to 35% of width and thickness indicated.

Premolded Control Joint Strips: Material as indicate below, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

Styrene-butadiene rubber compound complying with ASTM D 2000, Designation 2AA-805.

MORTAR AND GROUT MIXES:

General: Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds or other admixtures, unless otherwise indicated.

Do not use calcium chloride in mortar or grout.

Mixing: Combine and thoroughly mix cementitious, water and aggregates in a mechanical batch mixer; with referenced ASTM standards for mixing time and water content.

Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for types of mortar required, unless otherwise indicated.

Limit cementitious materials in mortar to Portland cement-lime.

Use Type S mortar for all masonry.

Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated, of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.

Use fine grout in grout spaces less than 2" in horizontal direction, unless otherwise indicated.

Use coarse grout in grout spaces 2" or more in least horizontal dimension, unless otherwise indicated.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

Do not wet concrete masonry units.

Cleaning Reinforcing: Before placing, remove loose rust, ice, and other coatings from reinforcing.

Thickness: Build cavity composite walls, floors, and other masonry construction to the full thickness shown. Build single-wythe walls (if any) to the actual thickness of the masonry units using of nominal thickness indicated.

Build chases and recesses as shown or required for the work of other trades. Provide not less than 8" of masonry between chase or recess and jamb of openings, and between adjacent chases and recesses.

Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.

Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining work. Use full-size units without cutting where possible.

Use dry cutting saws to cut concrete masonry units.

CONSTRUCTION TOLERANCES:

Variation from Plumb: For vertical lines and surfaces of columns, walls, and arises do not exceed 1/4" in 10' or 3/8" in a story height not to exceed 20', nor 2" in 40' or more. Fox external corners, expansion joints, control joints and other conspicuous lines; do not exceed 1/4" in any story or 20' maximum, nor 2"in 40' or more. For vertical alignment of head joints, do not exceed plus or minus 1/4" in 10', 2"maximum.

Variation from level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed 1/4" in any bay or 20' maximum, nor 2"in 40' or more. For top surface of bearing walls, do not exceed 1/8" between adjacent floor elements in 10' or 1/16" within width of a single unit.

Variation of Linear Building Line: For position shown in plan and related portion of columns, walls, and partitions, do not exceed 2"in any bay or 20' maximum, nor 3 1/4" in 40' or more.

Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus 1/4" nor plus 2".

Variation in Mortar Joint Thickness: Do not exceed bed joint thickness indicated by more than plus or minus 1/8", with a maximum thickness limited to 1/2". Do not exceed head joint thickness indicated by more than plus or minus 1/8".

LAYING MASONRY WALLS:

Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to accurately locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half-size units at corners, jambs, and wherever possible at other locations.

Lay-up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other work.

Pattern Bond: Lay exposed masonry in the bond pattern shown or, if not shown; lay in running bond with vertical joint in each course centered on units in courses above and below. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2". Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4" horizontal face dimensions at corners or jambs.

Stopping and Resuming Work Rack back 1/2/2-unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.

Built-in Work: As the work progresses, built-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.

Fill space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated.

MORTAR BEDDING AND JOINTING:

Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be reinforced or filled with concrete or grout. For starting course on footings where cells are not grouted, spread out full mortar bed including areas under cells.

Maintain joint widths shown except for minor variations required to maintain bond alignment. If not shown, lay walls with 3/8" joints.

Concave mortar joints for all masonry walls which are to be visible, concealed or to be covered by other materials, unless otherwise indicated.

Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

STRUCTURAL BONDING OF MULTI-WYTHE MASONRY:

Use continuous horizontal joint reinforcement installed in horizontal mortar joints for bond tie between wythes. Install at not more than 16" o.c. vertically.

Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.

For horizontally reinforced masonry, provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.

Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes and spaces as follows:

Provide continuity with horizontal joint reinforcement using prefabricated "**T**" units.

CAVITY WALLS:

Keep cavity clean of mortar droppings and other materials during construction. Strike joints facing cavity flush. Tie exterior wythe to back-up with individual metal ties spaced not more than 16" o.c. vertically and 24" o.c. horizontally.

Provide weep holes in exterior wythe of cavity wall located immediately above ledges and flashing, spaced 2'-0" o.c. unless otherwise indicated.

HORIZONTAL JOINT REINFORCEMENT:

General: Provide continuous horizontal joint reinforcement as indicated. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8" on exterior side of walls, 2"elsewhere. Lap reinforcing a minimum of 6".

Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.

Reinforcement walls with continuous horizontal joint reinforcing unless specifically noted to be omitted.

Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures and other special conditions.

Space continuous horizontal reinforcement as follows:

For multi-wythe walls (solid or cavity) where continuous horizontal reinforcement acts as structural bond or tie between wythes, space reinforcement as required by code but not more than 16" o.c. vertically.

For single-wythe walls, space reinforcement at 16" o.c. vertically, unless otherwise indicated.

For parapets, space reinforcement at 8" o.c. vertically, unless otherwise indicated.

Reinforcement masonry openings greater that 1'-0" wide, with horizontal joint reinforcement placed in 2 horizontal joints approximately 8" apart, immediately above the lintel and immediately below the sill. Extend reinforcement a minimum of 2'-0" beyond jambs of the opening except at control joints.

In addition to wall reinforcement, provide additional reinforcement at openings as required to comply with the above.

ANCHORING MASONRY WORK:

General: Provide anchor devices of type indicated.

Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following.

Provide an open space not less than 1" in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar or other rigid materials.

Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.

Space anchors as indicated, but not more than 24" o.c. vertically and 36" o.c. horizontally.

CONTROL AND EXPANSION JOINTS:

General: Provide vertical and horizontal expansion, control and isolation joints in masonry where shown. Build-in related items as the masonry work progresses.

Build flanges of metal expansion strips into masonry. Lap each joint 4" in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints, if any.

Build flanges of factory-fabricated expansion joint units into masonry. See Division-7 section "Elastic Expansion Joints".

Build-in non-metallic joint fillers where indicated.

Build in horizontal pressure relieving joints where indicated; construct joints by either leaving an air space or inserting non-metallic compressible joint filler of width required to permit installation of sealant and backer rod.

Located horizontal pressure relieving joints beneath shelf angles supporting masonry veneer and attached to structure behind masonry veneer.

LINTELS:

Install steel lintels where indicated.

For hollow concrete masonry unit walls, use specially formed U-shaped lintel units with reinforcement bars placed as shown filled with coarse grout.

Provide minimum bearing of 8" at each jamb, unless otherwise indicated.

FLASHING OF MASONRY WORK:

General: Provide concealed flashing in masonry work at, or above, shelf angles, lintels, ledges, and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar. Unless otherwise specified in architectural drawings.

Extend flashing through exterior face of masonry and turn down to form drip.

Extend flashing the full length of lintels and shelf angles and minimum of 4" into masonry each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4", and through the inner wythe to within 1/2" of the interior face of the wall in exposed work. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2". At heads and sills, turn up ends not less than 2" to form a pan. Unless otherwise specified in architectural drawings.

Interlock end joints of deformed metal flashings by over-lapping deformations not less than 1-1/2" and seal lap with elastic sealant.

Provide weep holes in the head joints of the first course of masonry immediately above concealed flashings. Space 24" o.c., unless otherwise indicated.

Install reglets and nailers for flashing and other related work where shown to be built into masonry work.

INSTALLATION OF REINFORCEMENT UNIT MASONRY:

Refer to Division-4 sections "Reinforced Unit Masonry" for installation requirements applicable to reinforced unit masonry.

FIELD QUALITY CONTROL:

Owner will employ separate testing laboratory to perform field quality control testing.

Unit Test Method:

Concrete Masonry Unit Test: For each type, class, and grade of concrete masonry unit indicated, test units by method of sampling and testing of ASTM C 140.

Mortar Tests: For each type indicated, test mortar by methods of sampling and testing of ASTM C 780. Conduct tests no less frequently than that required to evaluate mortar used to install each increment of masonry units indicated above from which samples are taken for testing.

Report test results in writing and in form specified under each test method, to Architect and Contractor, on same day tests are made.

Evaluation of Quality Control Tests: Masonry work, in absence of other indications of noncompliance with requirements, will be considered satisfactory if results from construction quality control tests comply with minimum requirements indicated.

REPAIR, POINTING, AND CLEANING:

Remove and replace masonry units which are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.

Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints including corners, openings, and adjacent work to provide a neat, uniform appearance, prepared for application of sealants.

Final Cleaning: After mortar is thoroughly set and cured, clean masonry as follows:

Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels.

Test cleaning methods on sample wall panel; leave 2 panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.

Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.

Saturate wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.

Use bucket and brush hand cleaning method described in BIA "Technical Note No. 20 Revised" to clean brick masonry made from clay or shale, except use masonry cleaner indicated below.

Detergent.

Acidic cleaner; apply in compliance with directions of cleaner manufacturer.

Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable NCMA "Tek" bulletins.

Protection: Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit masonry work being without damage and deterioration at time of substantial completion.

END OF SECTION

SECTION 04230

REINFORCED UNIT MASONRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

Requirements of Section "Unit Masonry" apply to work of this section.

DESCRIPTION OF WORK:

Extent of each type of reinforced unit masonry work is indicated on drawings and in schedules.

SUBMITTALS:

General: Comply with ACI 530.1/ASCE6/TMS 602

Shop Drawings: Submit shop drawings for fabrication, bending, and placement of reinforcement bars. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures". Show bar schedules, diagrams of bent bars, stirrup spacing, lateral ties and other arrangements and assemblies as required for fabrication and placement of reinforcement for unit masonry work.

PART 2 - PRODUCTS

MATERIALS:

General: Refer to Section "Unit Masonry" for masonry materials and accessories not included in this section.

Reinforcement Bars: Provide deformed bars of following grades complying with ASTM A 615, Except as otherwise indicated.

Provide Grade 60 for bars No. 3 to No. 18, except as otherwise indicated.

Shop-fabricate reinforcement bars which are shown to be bent or hooked.

PART 3- EXECUTION

PLACING REINFORCEMENT:

General: Clean reinforcement of loose rust, mill scale, earth, ice, or other materials which will reduce bond to mortar or grout. Do not use reinforcement bars with kinks or bends not shown on drawings or final shop drawings, or bars with reduced cross-section due to excessive rusting or other causes.

Position reinforcement accurately at the spacing indicated. Support and secure vertical bars against displacement. Horizontal reinforcement may be placed as the masonry work progresses. Where vertical bars are shown in close proximity, provide a clear distance between bars of not less than the nominal bar diameter or 1" (whichever is greater).

For columns, piers, and pilasters, provide a clear distance between vertical bars as indicated, but not less than 1-1/2 times the nominal bar diameter or 1-1/2", whichever is greater. Provide lateral ties as indicated.

Splice reinforcement bars where shown; do not splice at other points unless acceptable to the Architect. Provide lapped splices, unless otherwise indicated. In splicing vertical bars of attaching to dowels, lap ends, place in contact and wire tie.

Provide not less than minimum lap indicated, or if not indicated, as required by governing code.

Embed metal ties in mortar joints as work progresses, with a minimum mortar cover of 5/8" on exterior face of walls and 1/2" at other locations.

Embed prefabricated horizontal joint reinforcement as the work progresses, with a minimum cover of 5/8" on exterior face of walls and 1/2" at other locations. Lap units not less than 6" at ends. Use prefabricated "L" and "T" units to provide continuity at corners and intersections. Cut and bend units as recommended by manufacturer for continuity at returns, offsets, column fire-proofing, pipe enclosures, and other special conditions.

Anchoring: Anchor reinforced masonry work to supporting structure they indicated.

Anchor reinforced masonry walls to non-reinforced masonry where they intersect.

INSTALLATION, GENERAL:

Refer to Section "Unit Masonry" for general installation requirements of unit masonry.

Temporary Formwork: Provide formwork and shores as required for temporary support of reinforced masonry elements.

Construct formwork to conform to shape, line, and dimensions shown. Make sufficiently tight to prevent leakage of mortar, grout, or concrete (if any). Brace, tie, and support as required maintaining position and shaping during construction and curing of reinforced masonry.

Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and all other reasonable temporary loads that may be placed on them during construction.

Allow not less than the following minimum time to elapse after completion of members before removing shores or forms, provided suitable curing conditions have been obtained during the curing period.

10 days for girders and beams.
7 days for slabs.
7 days for reinforced masonry soffits.

INSTALLATION OF REINFORCED CONCRETE UNIT MASONRY:

General:

Do not wet concrete masonry units (CMU).

Lay CMU units with full-face shell mortar beds. Fill vertical head joints (end joints between units) solidly with mortar from face of unit to a distance behind face equal to not less than the thickness of longitudinal face shells. Solidly bed cross-webs of starting courses in mortar. Maintain head and bed joint widths shown, or if not shown, provide 3/8" joints.

Walls:

Pattern Bond: Lay CMU wall units in 1/2-running bond with vertical joints in each course centered on units in courses above and below, unless otherwise indicated. Bond and interlock each course at corners and intersections. Use special-shaped units where shown, and as required for corners, jambs, sash, control joints, lintels, bond beams, and other special conditions.

Maintain vertical continuity of core or cell cavities, which are to be reinforced and grouted, to provide minimum clear dimension indicated and to provide minimum clearance and grout coverage for vertical reinforcement bars. Keep cavities free of mortar. Solidly bed webs in mortar where adjacent to reinforced cores or cells.

Where horizontal reinforced beams (bond beams) are shown, use special units or modify regular units to allow for placement of continuous horizontal reinforcement bars. Place small mesh expanded metal lath or wire screening in mortar joints under bond beam courses over cores or cells of non-reinforced vertical cells, or provide units with solid bottoms.

Grouting Technique: At the Contractor's option, use either low-lift or high-lift grouting techniques subject to requirements which follow.

Low-Lift Grouting:

Provide minimum clear dimension of 2" and clear area of 8 sq. in. in vertical cores to be grouted.

Place vertical reinforcement prior to laying of CMU. Extend above elevation of maximum pour height as required for splicing. Support in position at vertical intervals not exceeding 192 bar diameters or 10 ft.

Lay CMU to maximum pour height. Do not exceed 4' height, or if bond beam occurs below 4' height stop pour at course below bond beam.

Pour grout using chute or container with spout. Rod or vibrate grout during placing. Place grout continuously; do not interrupt pouring of grout for more than one hour. Terminate grout pours 1-1/2" below top course of pour.

Bond Beams: Stop grout in vertical cells 1-1/2" below bond beam course. Place horizontal reinforcement in bond beam; lap at corners and intersections as shown. Place grout in bond beam course before filling vertical cores above bond beam.

High-Lift Grouting:

Do not use high-lift grouting technique for grouting of CMU unless minimum cavity dimension and area is 3" and 10 sq. in., respectively.

Provide cleanout holes in first course at all vertical cells which are to be filled with grout.

Use units with one face shell removed and provide temporary supports for units above, or use header units with concrete brick supports, or cut openings in one face shell.

Construct masonry to full height of maximum grout pour specified, prior to placing grout.

Limit grout lifts to a maximum height of 4' and grout pour to a full height of wall, unless otherwise indicated. Place vertical reinforcement before grouting. Place before or after laying masonry units, as required by job conditions. Tie vertical reinforcement to dowels at base of masonry where shown and thread CMU over or around reinforcement. Support vertical reinforcement at intervals not exceeding 192 bar diameters or 10'.

Where individual bars are placed after laying masonry, place wire loops extending into cells as masonry is laid and loosen before mortar sets. After insertion of reinforcement bar, pull loops and bar to proper position and tie free ends.

Place horizontal beam reinforcement as the masonry units are laid.

Preparation of Grout Spaces: Prior to grouting, inspect and clean grout spaces. Remove dust, dirt, mortar droppings, loose pieces of masonry and other foreign materials from grout spaces. Clean reinforcement and adjust to proper position. Clean top surface of structural members supporting masonry to ensure bond. After final cleaning and inspection, close cleanout holes and brace closures to resist grout pressures.

Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist

displacement of masonry units and breaking of mortar bond. Install shores and bracing, if required, before starting grouting operations.

Place grout by pumping into grout spaces unless alternate methods are acceptable to the Architect.

Limit grout pours to sections which can be completed in one working day with not more than one hour interruption of pouring operation. Place grout in lifts which do not exceed 4'. Allow not less than 30 minutes, nor more than one hour between lifts of a given pour. Rod or vibrate each grout lift during pouring operation.

Place grout in lintels or beams over openings in one continuous pour.

Where bond beam occurs more than one course below top of pour, fill bond beam course to within 1" of vertically reinforced cavities, during construction of masonry.

When more than one pour is required to complete a given section of masonry, extend reinforcement beyond masonry as required for splicing. Pour grout to within 1-1/2" of top course of first pour. After grouted masonry is cured, lay masonry units and place reinforcement for second pour section before grouting. Repeat sequence if more pours are required.

END OF SECTION

SECTION 05100

STRUCTURAL STEEL

SUMMARY GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

SUMMARY

Extent of structural steel work is shown on drawings, including schedules, notes and details to show size and location of members, typical connections, and type of steel required.

Structural steel is that work defined in America Institute of Steel Construction (AISC) "Code of Standard Practice" and as otherwise shown on drawings.

Miscellaneous Metal Fabrications are specified elsewhere in Division 5.

Refer to Division 3 for anchor bolt installation in concrete; Division 4 for masonry.

Source Quality Control: Materials and fabrication procedures are subject to inspection and tests in mill, shop, and field, conducted by a qualified inspection agency. Such inspections and tests will not relieve Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.

Promptly remove and replace materials or fabricated components which do not comply.

Design of Members and Connections: Details shown are typical; similar details apply to similar conditions, unless otherwise indicated. Verify dimensions at site whenever possible without causing delay in the work. Promptly notify Architect whenever design of members and connections for any portion of structure are not clearly indicated.

SUBMITTALS

Shop Drawings: Submit shop drawings including complete details and schedules for fabrication and assembly of structural steel members, procedures and diagrams.

Include details of cuts, connections, camber, holes, and other pertinent data. Indicate welds by standard AWS A2.1 and A2.4 symbols, and show size, length, and type of each weld.

Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed as work of others sections.

QUALITY ASSURANCE

Code and Standards: Comply with provisions of following, except as otherwise indicated:

AISC "Code of Standard Practice for Steel Buildings and Bridges".

Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence: "This approval constitutes the owner's acceptance of all responsibility for the design adequacy of any connections designed by the fabricator as a part of his preparation of these shop drawings".

AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings", including "Commentary" and Supplements thereto as issued.

AISC "Specifications for Architecturally Exposed Structural Steel".

AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.

American Welding Society (AWS) D1. "Structural Welding Code - Steel".

ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".

Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

Provide certification that welders to be employed in work have satisfactory passed AWS qualification tests.

If recertification of welders is required, retesting will be Contractor's responsibility.

Structural Steel Shop is to be AISC certified or IAS accredited

DELIVERY, STORAGE, AND HANDLING

Deliver materials to site at such intervals to insure uninterrupted progress of work.

Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete or masonry, in ample time to not to delay work.

Store materials to permit easy access for inspection and identification. Keep steel members off ground, using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.

Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

PRODUCTS

MATERIALS

Metal Surfaces, General: For fabrication of work which will be exposed to view, use only materials which are smooth and free or surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding, or by welding and grinding, prior to cleaning, treating, and application of surface finishes.

Structural Steel Shapes, Plates and Bars: As shown on drawings.

Cold-Formed Steel Tubing: ASTM A 500, Grade B.

Headed Stud-Type Shear Connectors: ASTM A 108, Grade 1015 or 1020, cold finished carbon steel; with dimensions complying with AISC Specifications.

Anchor Bolts: ASTM A 307, nonheaded type unless otherwise indicated.

Adhesive Anchors: Hilti "HVA Adhesive Anchor System"

High-Strength Threaded Fasteners: Heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows:

Quenched and tempered medium-carbon steel bolts, nuts and washers, complying with ASTM A 325.

Direct tension indicator washers may be used at Contractor's option.

Electrodes for Welding: Comply with AWS Code.

Structural Steel Primer Paint:

Primer: Fast-curing, lead-and chromate-free, universal modified-alkyd primer with good resistance to normal atmospheric corrosion, complying with performance requirements of FS TT-P-664.

Primer: SSPC-Paint 23, latex primer.

Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds and repair painting galvanized steel, with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.

Non-metallic Shrinkage-Resistant Grout: Pre-mixed, non-metallic, non-corrosive, non-staining product containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water reducing agents, complying with CE-CRD-C621.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

Euco N.S.; Euclid Chemical Co.
Crystex; L & M Construction Chemicals
Masterflow 713; Master Builders
Five Star Grout; U.S. Grout Corp.
Upcon; Upco Chem. Div., USM Corp.
Propak; Protex Industries, Inc.
Set Non-Shrink; Set Products, Inc.

FABRICATION

Shop Fabrication and Assembly: Fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on final shop drawings. Provide camber in structural members where indicated.

Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.

Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects.

Connections: Weld or bolt shop connections, as indicated.

Bold field connections, except where welded connections or other connections are indicated.

Provide high-strength threaded fasteners for all bolted connections, except where unfinished bolts are indicated.

Provide unfinished threaded fasteners for only bolted connections of secondary framing members to primary members (including purlins, girts, and other framing members taking only nominal stresses) and for temporary bracing to facilitate erection.

High-Strength Bolted Construction: Install high-strength threaded fasteners in accordance with AISC "Specifications for Structural Joints using ASTM A 325 or ASTM A 325 or A 490 bolts@ (RCRBSJ).

Welded Construction: Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.

Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.

Holes for Other Work: Provide holes required for securing other work to structural steel framing, and for passage of other work through steel framing members, as shown on final shop drawings. Provide threaded nuts welded to framing, and other specialty items as indicated to receive other work.

Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

SHOP PAINTING

General: Shop paint structural steel, except those members or portions of members to be embedded in concrete or mortar. Paint embedded steel which is partially exposed on exposed portions and initial 2" of embedded areas only.

Do not paint surfaces which are to be welded.

Apply 2 coats of paint to surfaces which are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

Surface Preparation: After inspection and before shipping, clean steel work to be painted. Remove loose rust, loose mill scale, and spatter, slag or flux deposits. Clean steel in accordance with Steel Structures Painting Council (SSPC) as follows:

Painting: Immediately after surface preparation, apply structural steel primer paint in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 1.5 mils. Use painting methods which result in full coverage of joints, corners, edges, and exposed surfaces.

PART 3, EXECUTION

ERECTION

Surveys: Employ a land surveyor for accurate erection of structural steel. Check elevations of concrete and masonry bearing surfaces, and locations of anchor bolts and similar devices, before erection work proceeds, and report discrepancies to Architect. Do not proceed with erection until corrections have been made, or until compensating adjustments to structural steel work have been agreed upon with Architect.

Temporary Shoring and Bracing: Provide temporary shoring and bracing members with connections of sufficient strength to bear imposed loads. Remove temporary members and connections when permanent members are in place and final connections are made. Provide temporary guy lines to achieve proper alignment of structures as erection proceeds.

Temporary Planking: AOSHA approved@ temporary planking and working platforms as necessary to effectively complete work.

Setting Bases and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of base and bearing plates.

Set loose and attached base plates and bearing plates for structural members on wedges or other adjusting devices.

Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims, but if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.

Pack grout solidly between bearing surfaces and bases or plates to ensure that no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.

Field Assembly: Set structural frames accurately to lines and elevation indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

Level and plumb individual members of structure within specified AISC tolerances.

Splice members only where indicated.

Erection Bolts: On exposed welded construction, remove erection bolts, fill holes with plug welds and grind smooth at exposed surfaces.

Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.

Do not enlarge unfair holes in members by burning or by use of drift pins, except in secondary bracing members. Ream holes that must be enlarged to admit bolts.

Gas Cutting: Do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Cutting will be permitted only on secondary members which are not under stress, as acceptable to Architect. Finish gas-cut sections equal to a sheared appearance when permitted.

Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.

Apply by brush or spray to provide minimum dry film thickness of 1.5 mils.

QUALITY CONTROL

Owner will engage an independent testing and inspection agency to inspect high-strength bolted connections and welded connections and to perform tests and prepare test reports. Contractor shall pay for such services from the testing allowance specified in Division 1, Section 01020.

Testing agency shall conduct and interpret tests and state in each report whether test specimens comply with requirements, and specifically state any deviations there from.

Provide access for testing agency to places where structural work is being fabricated or produced so that required inspection and testing can be accomplished.

Testing agency may inspect structural steel at plant before shipment; however, Architect reserves the right, at any time before final acceptance, to reject material not complying with specified requirements.

Correct deficiencies in structural steel work which inspections and laboratory test reports have indicated to be not compliance with requirements. Perform additional tests, at Contractor's expense, as may be necessary to

reconfirm any non-compliance of original work, and as may be necessary to show compliance of corrected work.

END OF SECTION

SECTION 05210

STEEL JOIST AND JOIST GIRDERS

GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications Sections, apply to work of this section.

SUMMARY

Extent of steel joists and joists girders is shown on drawings, including basic layout and type of joists required.

SUBMITTALS

Product Data: Submit manufacturer's specifications and installation instructions for each type of joist and accessories. Include manufacturer's certification that joists comply with SJI "Specifications".

Shop Drawings: Submit detailed drawings showing layout of joist units, special connections, joining and accessories. Include mark, number, type, location and spacing of joists and bridging.

Provide templates or location drawings for installation of anchor bolts and metal bearing plates.

QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer certified by the Steel Joist Institute (SJI) to manufacture joists complying with SJI standard specifications and load tables.

B. SJI Specifications: Comply with SJI's "Standard Specifications, Load Tables and Weight Tables for Steel Joists and Goist Girders" (hereafter, SJI's "Specifications") that are applicable to types of joists indicated.

Qualification of Field Welding: Qualify welding processes and welding operators in accordance with American Welding Society "Structural Welding Code," AWS D1.1

Inspection: Inspect joists and girders in accordance with SJI specifications.

Performance Test: If required, conduct performance tests in accordance with procedures described in SJI "Recommended Code of Standard Practice".

DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle steel joists as recommended in SJI "Specifications". Handle and store joists in a manner to avoid deforming members and to avoid excessive stresses.

PRODUCTS

Steel : Comply with SJI "Specifications".

Steel Prime Paint: Comply with SJI "Specifications".

FABRICATION

General: Fabricated steel joists in accordance with SJI "Specification".

Holes in Chord Members: Provide holes in chord members where shown for securing other work to steel joists; however, deduct area of holes from the area of chord when calculating strength of member.

Extent Ends: Provide extended ends on joists where shown, complying with manufacturer's standards and requirements of applicable SJI "Specifications" and load tables.

Ceiling Extensions: Provide ceiling extensions in areas having ceilings attached directly to joist bottom chord. Provide either an extended bottom chord element or separate unit, to suit manufacturer's standards, of sufficient strength to support ceiling construction. Extend ends to within 1/2" of finished wall surface unless otherwise indicated.

Bridging: Provide horizontal or diagonal type bridging for joists and joist girders, complying with SJI "Specifications".

Provide bridging anchors for ends of bridging lines terminating at walls or beams.
End Anchorage: Provide end anchorages including bearing plates, to secure joists to adjacent construction, complying with SJI "Specifications", unless otherwise indicated.

Header Units: Provide header units to support tail joists at openings in floor or roof system not framed with steel shapes.

Shop Painting: Remove loose scale, heavy rust, and other foreign materials from fabricated joists and accessories before application of shop paint.

Apply one shop coat of steel prime paint to joists and accessories, by spray, dipping, or other method to provide a continuous dry paint film thickness of not less than 0.50 mil.

EXECUTION

ERECTION

Place and secure steel joists in accordance with SJI "Specifications", final shop drawings, and as herein specified.

Placing Joists: Do not start placement of steel joists until supporting work is in place and secured. Place joists on supporting work, adjust and align in accurate locations and spacing before permanently fastening.

Provide temporary bridging, connections, and anchors to ensure lateral stability during construction.

Where "open web" joist lengths are 40 feet and longer, install a center row of bolted bridging to provide lateral stability before slackening of hoisting lines.

Bridging: Install bridging simultaneously with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords where terminating at walls or beams.

Fastening Joist

Field weld joists to supporting steel framework in accordance with SJI "Specifications" for type of joists used. Coordinate welding sequence and a procedure with placing of joists.

Touch-Up Painting: After joist installation, paint field bolt heads and nuts, and welded areas, abraded or rusty surfaces on joists and steel supporting members. Wire brush surfaces and clean with solvent before painting. Use same type of paint as used for shop painting.

END OF SECTION

SECTION 05300
METAL DECKING

GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections apply to work of this section.

SUMMARY

Extent of metal decking is indicated on drawings, including basic layout and type of deck units required.

SUBMITTALS

Product Data: Submit manufacturer's specifications and installation instruction for each type of decking and accessories. Include manufacturer's certification as may be required to show compliance with these specifications.

Shop Drawings: Submit detailed drawings showing layout and types of deck panels, anchorage details, and conditions requiring closure panels, supplementary framing, sump pans, cant strips, cut openings, special jointing, or other accessories.

QUALITY ASSURANCE

Codes and Standards: Comply with provisions of the following codes and standards, except as otherwise indicated or specified.

AISI "Specification for the Design of Cold-Formed Steel Structural Members".

AWS D1.3 "Structural Welding Code - Sheet Steel".

SDI "Design Manual for Floor Decks and Roof Decks".

Qualification of Field Welding: Qualify welding processes and welding operators in accordance with "Welder Qualification" procedures of AWS D1.1.

Welded in place decking is subject to inspection and testing. Expense of removing and replacing portions of decking for testing purposes will be borne by Owner if welds are found to be satisfactory. Remove work found to be defective and replace with new acceptable work.

PRODUCTS

MANUFACTURERS

Manufacturers Provide the following:
Metal Roof Deck Units:
Vulcraft/Div. Nucor Corp.
Non-Composite Metal Form Deck Units:
Vulcraft/Div. Nucor Corp.

MATERIALS

Steel for Galvanized Metal Deck Units: ASTM A 446, Grade A.

Galvanizing: ASTM A 525, G90.

Galvanizing Repair Paint: High zinc-dust content paint for repair of damaged galvanized surfaces complying with Military Specifications MIL-P-21035 (Ships).

Flexible Closure Strips: Manufacturer's standard vulcanized, closed-cell, synthetic rubber.

Acoustic Sound Barrier Closures: Manufacturer's standard mineral fiber closures.

FABRICATION

General: Form deck units in lengths to span 3 or more supports, with flush, telescoped or nested 2" laps at ends and interlocking or nested side laps, unless otherwise indicated.

Roof Deck Units: Provide deck configurations complying with SDI "Roof Deck Specifications", of metal thickness, depth, and width as shown.

EXECUTION

INSTALLATION

General: Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings, and as specified herein.

Place deck units on supporting steel framework and adjust to final position with ends accurately aligned and bearing on supporting members before being permanently fastened. Do not stretch or contract side lap interlocks.

Place deck units in straight alignment for entire length of run of cells and with close alignment between cells at ends of abutting units.

Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.

Do not place deck units on concrete supporting structure until concrete has cured and is dry.

Coordinate and cooperate with structural steel erector in locating decking bundles to prevent overloading of structural members.

Do not use floor deck units for storage or working platforms until permanently secured.

Fastening Deck Units:

Fasten floor deck units to steel supporting members by not less than 3/4" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. with a minimum of 2 welds per unit at each support.

Tack weld or use self-tapping No.8 or larger machine screws at 4'-0" o.c. for fastening end closures.

Fasten roof deck units to steel supporting members by not less than 1/2" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. at every support, and at closer spacing where required for lateral force resistance. In addition, secure deck to each supporting member in ribs where side laps occur. Provide fastener layout "36/7" as specified by the "Steel Deck Institute".

Comply With AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work. Conform to AWS D1.3 Specifications.

Use welding washers where recommended by deck manufacturer.

Mechanically fasten side laps of adjacent deck units between supports, at intervals not exceeding 12" o.c., using self-tapping No.12 or larger machine screws. Provide a minimum of 3 equally spaced sidelap fasteners between supports.

Cutting and Fitting: Cut and neatly fit deck units and accessories around other work projecting through or adjacent to the decking, as shown.

Reinforcement at Openings: Provide additional metal reinforcement and closure pieces as required for strength, continuity of decking and support of other work shown.

Hanger Slots or Clips: Provide UL approved punched hanger slots between cells or flutes of lower element where floor deck units are to receive hangers for support of ceiling construction, air ducts, diffusers, or lighting fixtures.

Hangers clips designed to clip over male side lap joints of floor deck units may be used instead of hanger slots. Locate slots or clips at not more than 14" o.c. in both directions, not over 9" from walls at ends, and not more than 12" from walls at sides, unless otherwise shown. Provide manufacturer's standard hanger attachment devices.

Joint Covers: Provide metal joint covers at abutting ends and changes in direction of floor deck units, except where taped joints are required.

Roof Sump Pans: Place over openings provided in roof decking and weld to top decking surface. Space welds not more than 12" o.c. with at least one weld at each corner. Cut opening in roof sump bottom to accommodate drain size indicated.

Touch-Up Painting: After decking installation, wire brush, clean and paint scarred areas, welds and rust spots on top and bottom surface or decking units and supporting steel members.

Touch-up galvanized surfaces with galvanizing repair paint applied in accordance with manufacturer's instructions.

In areas where shop-painted surfaces are to be exposed, apply touch-up paint to blend into adjacent surfaces.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications Sections, apply to work of this section.

DESCRIPTION OF WORK

Definition: Metal fabrications include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.

Extent of metal fabrications is indicated on drawings.

Types of work in this section include metal fabrications for:

Rough hardware.

Steel Ladder

Loose steel lintels

Miscellaneous framing and supports.

Floor plates as applicable.

Steel pipe railings.

Structural steel is specified in another section within Division 5.

SYSTEM PERFORMANCES

Structural Performances: Engineer and provide assemblies which, when installed, comply with the following minimum requirements for structural performance, unless otherwise indicated.

Handrails and Toprails: Capable of withstanding the following loads applied as indicated when tested per ASTM E 935.

Concentrated loads of 250 lbs. applied at any point in any direction.

Uniform load of 50 lbs. per linear ft. applied simultaneously in both vertical and horizontal directions.

Concentrated and uniform loads above need not be assumed to act concurrently.

Guards: Intermediate rails, capable of withstanding a uniform load of 25 lb. per sq. ft. of gross areas of guard, including any open areas, of which they are a part.

Above load need not be assumed to be acting concurrently with uniform horizontal loads on toprails of railing assembly in determining stress on guard supporting members.

QUALITY ASSURANCE

Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

SUBMITTALS

Product Data: Submit manufacturer's specifications, anchor details, and installation instructions for products used in miscellaneous metal fabrications, including paint products and grout.

Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations, and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

Where materials or fabrications are indicated to comply with certain requirements for design loadings, include structural computations and letter certifying compliance.

PRODUCTS

MATERIALS

Ferrous Metals:

Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

Steel Plates, Shapes, and Bars: ASTM A 36.

Steel Tubing: Cold-formed, ASTM A 500; or hot-rolled, ASTM A 50.

Steel Pipe: ASTM A 53; Type and grade (if applicable) as selected by fabricator and as required for design loading; galvanized; standard weight (schedule 40), unless otherwise indicated.

Brackets, Flanges, and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

Concrete Inserts; Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 27. Provide bolts, washers, and shims as required, hot-dip galvanized, ASTM A 153.

Grout:

Non-Shrink Non-Metallic Grout: Pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with CE CRD-C621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

Fasteners:
As recommended by fabricator's engineer.

Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with the Military Specifications MIL-P-21035 (Ships) or SSPC-Paint-20.

Concrete Fill:

Concrete Materials and Properties: Comply with requirements of Division-3 section "Concrete Work" for

normal weight, ready-mix concrete.

Non-Slip Aggregate Finish: Factory-graded, packaged material containing fused aluminum oxide grits or crushed emery as abrasive aggregate; rust-proof and non-glazing; unaffected by freezing, moisture or cleaning materials.

FABRICATION, GENERAL

Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.

For Exposed Work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/8". Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grid exposed welds smooth and flush to match and blend with adjoining surfaces.

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts.

Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Galvanizing: Provide a zinc coating for those items indicated or specified to be galvanized, as follows:

ASTM A 123 for galvanized rolled, pressed and forged steel shapes, plates, bars, and strip 1/8" thick and heavier.

ASTM A 386 for galvanizing assembled steel products.

Fabricate joints which will be exposed to weather in a manner to exclude water or provide week holes where water may accumulate.

ROUGH HARDWARE

Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items as specified in Division-6 sections.

Fabricate items to sizes, shapes, and dimensions required. Furnish malleable-iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

LOOSE STEEL LINTELS:

Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown. Weld adjoining members together to form a single unit were indicated. Provide not less than 8" bearing at each side of openings, unless otherwise indicated.

Galvanize loose steel lintels to be installed in exterior walls.

MISCELLANEOUS FRAMING AND SUPPORTS

Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete work.

Fabricate miscellaneous units to sizes, shapes, and profiles indicated or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricated from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware and similar items.

Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish insets if units must be installed after concrete is placed.

EXECUTION

PREPARATION

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

INSTALLATION

General:

Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrication to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts wood screws, and other connectors as required.

Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation, of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plus, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in form work for items which are to be built into concrete masonry or similar construction.

Fit exposes connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposes joint, but cannot be shop welded because of shipping size limitations. Grind exposes joints smooth and touch-up shop paint coat. Do not weld, cut, or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication.

Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

ADJUST AND CLEAN

For galvanize surfaces: Clean field welds, bolted connections and abraded areas and apply of galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 06114

MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Wood nailers to be built into the roof edges, concealed wood blocking in partitions, and plywood decking above certain metal-framed ceilings.

1.1.2. Fire retardant treatment of wood nailers, blocking and plywood.

1.2. RELATED SECTIONS

1.2.1. Section 07535 –Elastomeric Roofing - Mechanically Attached: Membrane roofing system to be installed over wood nailers.

1.2.2. Section 07620 – Sheet Metal Work, Gutters and Downspouts: Metal fascia cladding and gutters to be attached to wood nailers.

1.3. SUBMITTALS FOR REVIEW

1.3.1. Division 1 - General Requirements: Procedures for submittals.

1.3.2. Product Data: Provide technical data on wood preservative materials.

1.4. QUALITY ASSURANCE

1.4.1. Perform Work in accordance with the following agencies:

1) Lumber Grading Agency: Certified by ALSC.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Lumber Grading Rules: SPIB.

2.1.2. Nailers and Blocking: Southern Pine; Minimum No. 2 grade; free from warping and visible decay, 19 percent maximum moisture content.

2.2. PLYWOOD

2.2.1. Plywood: APA/EWA Rated Sheathing or Structural I, Grade C-D Exposure Durability 1, sanded, 3/4 inches thick.

2.2. ACCESSORIES

2.2.1. Fasteners and Anchors:

2.2.1.1. Material and Finish: Hot-dip galvanized steel.

2.2.1.2. Anchors: Bolts for anchoring into masonry grout and concrete. Bolts for anchorages to steel. Decking screws for anchorages to sheet metal. Nails or screws for anchorages of wood to wood.

2.3. FACTORY WOOD TREATMENT

2.3.1. Fire Retardant (Pressure Treatment): Comply with American Wood Products Association (AWPA) Standard C20 for lumber and C27 for plywood as a minimum for fire retardant treatment. Treatment also shall provide decay resistance and be kiln dried after treatment to a moisture content of 19 percent. Provide treatment marking on lumber and plywood. An acceptable treatment product is Exterior Fire-X manufactured by Hoover Treated Wood Products, Inc., telephone 800-832-9663.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Examination: Verify substrate conditions are ready to receive framing, blocking, and deck sheathing.

3.1.2. Preparation: Coordinate nailers, blocking and framing items, and plywood deck sheathing with the work of other sections.

3.2. INSTALLATION

3.2.1. Field Cuts: Do not rip or mill fire retardant treated lumber. Ends cuts, drilling holes and joining cuts, and cutting plywood are permitted.

3.2.2. Set members level and plumb and in correct position.

3.2.2. When fire retardant treated lumber will be placed in direct contact with masonry, grout or concrete, provide a strip of No. 30 felt between wood and cementitious substrate.

3.2.3. Place horizontal members with crown side up.

3.2.3. Provide wood nailers as indicated on the Drawings. Where mutiple members are used stagger end joints of adjacent layers a minimum of 12 inches.

3.3. FASTENING

3.3.1. Coordinate with Maintenance Building ceiling decking indicated on the Drawings, cabinets specified in Section 06410, roofing specified in Section

07511, gypsum board assemblies specified in Section 09260, toilet accessories specified in 10800, and plumbing fixtures scheduled on the Drawings.

3.3.2. Pre-bore wood and substrate to receive bolts and screws.

3.3.3. Remove split members and replace with sound members complying with the specified requirements.

3.3.4. Bolting:

3.3.4.1. Drill holes 1/16 inch larger in diameter than bolts being used.

3.3.4.2. Drill straight and true from one side only.

3.3.4.3. Do not bear threads on wood but use washers under head and nut where both or either bear on wood, and use washers under nuts.

3.3.4.4. When bolts and screws would interfer with the proper installation of subsequent work, recess or countersink washers and heads of fasteners.

3.3.4. Screws: For lag screws and wood screws, pre-bore holes for the same diameter as root of threads, enlarging holes to shank size diameter for length of shank.

3.3.5. Spacings: Fasten wood nailers to substrates at spacings not to exceed 48 inches for bolts and 24 inches for screws, and, in either case, within 16 inches of corners and end joints of nailers.

END OF SECTION

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SECTION 06150

WOOD DECKING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes plywood structural wood decking and preservative treatment of wood.

B. Related Sections:
1. Section 09900 - Paints and Coatings: Field finishing.

1.2 REFERENCES

A. American Institute of Timber Construction:
1. AITC 109 - Standard for Preservative Treatment of Structural Glued Laminated Timber.
2. AITC 110 - Standard Appearance Grades for Structural Glued Laminated Timber.

B. APA/Engineered Wood Association:
1. APA - Rated Sheathing.

C. American Wood Preservers Association:
1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
2. AWPA UCS-U1 - Use Category System: User Specification for Treated Wood.

D. ASTM International:
1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
3. ASTM D2559 - Standard Specification for Adhesives for Structural Laminated Wood Products for Use Under Exterior (Wet Use) Exposure Conditions.
4. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
5. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

E. National Forest Products Association:
1. NFPA - Lumber Grading Rules.

F. Southern Pine Inspection Bureau:
1. SPIB - Lumber Grading Rules.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit technical data on wood preservative materials.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
   1. Lumber Grading Agency: Certified by DOC PS 20.

B. Maintain one copy of each document on site.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience and certified by AITC.

B. Installer: Company specializing in performing Work of this section with minimum 5 years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01600 - Product Requirements: Product storage and handling requirements.

B. Protect glue laminated members in accordance with AITC 111 requirements for bundle wrapped material.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:
   1. LP Building Products Type.
   2. Weyerhaeuser Engineered Stand Products Type.
   3. Lock-Deck Type.
   4. Type.
   5. Substitutions: Section 01600 - Product Requirements Not Permitted.

2.2 MATERIALS

A. Plywood: APA/EWA Rated Sheathing; B interior veneer appearance grade; unsanded.

2.3 ACCESSORIES

A. Fasteners and Anchors:
   1. Fasteners: Galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
   2. Nails and Staples: ASTM F1667.

2.4 WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): AWPA U1, Commodity Specification A-Sawn Products or F-Wood Composites using water-borne ACQ SBX preservative.

B. Wood Preservative (Surface Application): Clear colored, type, manufactured by.

C. Moisture Content After Treatment: Kiln dried (KDAT).
   1. Lumber: Maximum 19 percent.
   2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify support framing is ready to receive decking.

3.2 PREPARATION

A. Coordinate placement of bearing support items.

3.3 SITE APPLIED WOOD TREATMENT

A. Brush apply one two coats of preservative treatment on wood in contact with cementitious materials and roofing and related metal flashings.

B. Treat site-sawn cuts. Apply preservative to site-sawn cuts in accordance with AWPA M4.

C. Allow preservative to dry prior to erecting members.

3.4 INSTALLATION - PLYWOOD DECKING

A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.

B. Engage plywood tongue and groove edges.

C. Allow expansion space at edges and ends.

D. Attach decking with adhesive and drywall screws.

E. Use sheathing clips at unsupported edges of plywood between supporting framing members.

F. Cut decking to accommodate roof drain and flange.

3.5 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Surface Flatness of Decking Without Load: 1/4 inch in 10 feet maximum, and 1/2 inch in 30 feet maximum.

3.6 SCHEDULES

A. Main Roof Deck: Lumber, Stress Grade D, 2-3/4 inches thick x 7-1/2 inches wide, single tongue edge, fire retardant treated.

B. Penthouse Roof Deck: Plywood, APA/EWA Structural I, Douglas Fir species, 3/4 inch thick, square edge, pressure impregnate moisture resistance treated.

END OF SECTION

SECTION 06410

ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Special fabricated cabinet, work counter sections, and storage shelf units.

1.1.2. Countertop and splash.

1.1.3. Cabinet hardware.

1.1.4. Prefinished surfaces.

1.1.5. Preparation for utilities.

1.2. RELATED SECTIONS

1.2.1. Section 06114 – Miscellaneous Rough Carpentry: Concealed support blocking.

1.2.2. Section 09650 - Resilient Flooring: Providing wall base in toe space.

1.2.3. Section 09900 – Paints and Coatings: Painting of casework and shelving not otherwise specified to be clad with plastic laminate.

1.2.4. Section 15400 – Plumbing Fixtures and Trim: Providing plumbing and plumbing fixtures.

1.3. REFERENCES

1.3.1. American National Standards Institute (ANSI):
1) ANSI A135.4 – Hardboard.
2) ANSI A156.9 – Cabinet Hardware.
3) ANSI A208.1 – Mat-Formed Wood Particleboard.

1.3.2. American Woodwork Institute (AWI):
1) AWI – Quality Standards Illustrated.

1.3.3. Federal Specification (FS):
1) FS A-A-1936 – Adhesive, Contact, Neoprene Rubber.

1.3.4. National Electrical Manufacturers Associatioin (NEMA):
1) NEMA LD 3 – High Pressure Plastic Laminate.

1.4. SUBMITTALS

1.4.1. Section 01001 – Basic Requirements: Submittal procedures.

1.4.2. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. Obtain field measurements and verify dimensions for accurate fit.

1.4.3. Product Data:

1.4.3.1 Materials list of items proposed to be provided under this Section.

1.4.3.2. Manufacturer's specifications and other data needed to demonstrate compliance with the specified requirements.

1.4.3.3. Samples of the full range of colors, patterns and textures available in each of the specified grades from the proposed manufacturers.

1.4.3.4. Manufacturers' recommended methods of installation which, when approved by the Engineer/ Architect, will become the basis for acceptance or rejection of actual installation procedures used on the Work.

1.4.4. Certification: Submit copy of fabricator's AWI Quality Certification Program license and Project specific letters.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with AWI Custom quality standards, unless specified otherwise herein.

1.5.2. Fabricator Qualifications: Company specializing in manufacturing of the Products specified in this Section with minimum five years experience and licensed by AWI Quality Certification Program.

1.6. PRODUCT HANDLING

1.6.1. Protect millwork against dampness during and after delivery. Store under cover in a well ventilated building and where not exposed to extreme changes of temperature or humidity. Do not store or install millwork in any part of the project until drywall work and other moisture producing construction are dry.

1.6.2. Protect materials from water and perspiration stains. Replace such materials so damaged or stained.

1.6.3. Protect installed millwork during construction. Replace damaged materials or repair to the satisfaction of the Architect/Engineer.

1.7. ENVIRONMENTAL REQUIREMENTS

1.7.1. During and after installation of the work of this Section, maintain same temperature and humidity in building spaces as will occur after occupancy.

1.8. FIELD MEASUREMENTS

1.8.1. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1. QUALITY STANDARDS

2.1.1. Architectural Woodwork: Except as otherwise shown or specified, comply with specified provisions of the Architectural Woodwork Institute (AWI) "Quality Standards" as follows:

1) Casework: AWI Custom Grade, except where the Drawings or Specifications require work of a better grade.

2) Storage Shelving: AWI Economy Grade.

3) Countertops: High pressure laminate, AWI Custom Grade.

2.2. MOISTURE CONTENT

2.2.1. Use only kiln dried material of a moisture content within a 6 to 10 percent range. Maintain temperature and humidity during and after installation of millwork, so that the moisture content of wood is maintained with 1.0 percent tolerance of the above range.

2.3. COMPONENTS

2.3.1. Glue for Wood: Water resistant for interior use.

2.3.2. Nails and Fastenings: Cadmium plated, chrome-plated, hot-dip galvanized, aluminum or stainless steel. For exposed fasteners, use oval head screws with finishing washers, stainless steel or chrome-plated.

2.3.3. Softwood Plywood: AWI Grade A veneer with medium density fiberboard core and type of glue recommended for application.

2.3.4. Interior Concealed Softwood Plywood: AWI Grade B veneer with medium density fiberboard core and type of glue recommended for application.

2.3.5. Solid Wood: AWI Custom Grade softwood. Comply with quality standards for selection of species, grade and cut fabricator's option unless otherwise indicated.

2.3.6. Concealed Solid Wood: No. 1 Grade species, WCLB or WWPA graded material.

2.3.7. Hardboard: ANSI A135.4; pressed wood fiber with resin binder tempered grade 1/4 inch (6 mm) thick, smooth two sides.

2.3.8. Fiberboard: ANSI A208.1; AWI standard, composed of wood chips, medium density, made with water resistive binders of grade to suit application; sanded faces.

2.3.9. Plastic Laminate Overlays: High pressure decorative laminate sheets; comply with NEMA LD3 for type, thickness, color pattern and finish as specified for each of the following applications:

1) Horizontal exposed surfaces: 0.050-inch thick, General Purpose Type (GP50).

2) Vertical surfaces and semi-concealed horizontal surfaces: 0.028-inch thick, General Purpose Type (GP28).

3) Interior cabinet liner: 0.020-inch thick, Cabinet Liner Type (CL20).

4) Concealed panel backing: 0.020-inch thick or thicker, Backer Type (BK20).

2.3.9.1. Colors and Finish: A maximum of two solid colors, matt or satin finish, as selected by the Architect/Engineer from manufacturer's standard products.

2.3.9.2. Adhesive: Contact cement conforming to FS A-A-1936, or other bonding adhesive recommended by AWI and the plastic laminate manufacturer to suit the application.

2.3.10. Edge Band: Where indicated, use one of the following edge bands:

2.3.10.1. Self-Edge Band: Solid wood edging for gluing into a rabbeted v-groove.

2.3.10.2. Plastic Edge Band: Extruded flat-shaped; smooth finish with self-locking serrated tongue and of width to match component thickness, tan color.

2.3.10.2. Aluminum Edge Trim: Extruded flat-shaped; smooth finish with self-locking serrated tongue and of width to match component thickness, natural mill finish.

2.3.11. Cabinet Hardware and Accessory Materials:

2.3.11.1. Standards: Except as otherwise indicated, comply with ANSI A156.9 "American National Standard for Cabinet Hardware," Type 2 (Institutional) Quality Level.

2.3.11.2. Cabinet Hardware Schedule:

1) Pulls: Stanley No. 4484, one per door and one per drawer.

2) Hinges for Overlay Doors: Stanley No. 1592; two per door.

3) Catches: Stanley No. DP-41, magnetic catch; one per door up to 36 inches high and two per door over 36 inches high.

5) Shelf Standards and Rests: Formed steel channels and rests, cut for fitted rests spaced at one inch (25 mm) centers; satin finish.

4) Exposed Hardware Finish: Dull chrome, US26D, except as otherwise specified herein.

2.3.11.3. Work Surface Support: At Contractor's option, in lieu of plywood partition support, use Model SWS24 Large Basic Work Surface Support stamped metal bracket, size 24-1/4-inch by 18-1/4-inch, gray crinkle powder coat finish, manufactured by Doug Mockett & Company, Inc., telephone 800-235-7743; web site: www.mockett.com.

2.4. OTHER MATERIALS

2.4.1. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer/Architect.

2.5. FABRICATION

2.5.1. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.

2.5.2. Cap exposed plastic laminate finish edges with material of same finish and pattern.

2.5.3. Doors: 3/4 inch (19 mm) thick; overlay style.

2.5.4. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide recessed trim reveals for scribing and site cutting.

2.5.5. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.

2.5.6. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

2.5.7. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Seal cut edges.

PART 3 EXECUTION

3.1. PREPARATION

3.1.1. Provide inserts and other anchoring and support devices to be built into substrata prior to construction of substrata and coordinate work with other trades.

3.1.2. Verify adequacy of backing and support brackets and framing.

3.1.3. Verify location and sizes of utility rough-in associated with the work of this Section.

3.2. INSTALLATION

3.2.1. Install the work rigid, plumb, level, true and straight.

3.2.2. Scribe and cut work to fit adjoining work with maximum gaps of 1/32 inch (1 mm). Do not use additional overlay trim for this purpose. Refinish cut surfaces or repair damaged finish at cuts.

3.2.3. Anchor woodwork to built-in anchors, blocking or supports, or directly attach to adequate substrata or support.

3.2.4. Casework: Install without distortion so that doors will fit openings properly and be accurately aligned. Adjust hardware to center doors in openings and to provide unencumbered operation.

3.2.5. Countertop, Work Surface and Splash: Anchor securely to base unit or wall, as the case may be. Provide vertical supports for countertops and work surfaces at locations not greater than 48 inches apart using plywood brackets, partitions, or metal work surface support brackets specified above.

3.2.6. Storage Shelf Units: Install ¾-inch plywood shelf units using ¾-inch wide solid wood spaces between units and between units and side wall finish as indicated. Secure units to and through spaces to each other and to walls. Stiffen front and rear edges of shelves using either a 1x2 wood strip applied to edge flush with top of shelf or a 7/8 inch x 7/8 inch x 1/8 inch extruded aluminum angle with horizontal leg screwed on 10 inch centers to bottom of shelf and vertical legs against front and rear edges of shelf. Prepare shelves and cleats for painting specified in Section 09900.

3.3. ADJUSTMENT, CLEANING, AND PROTECTION

3.3.1. Repair damaged and defective woodwork, and where not possible to repair properly, replace woodwork at no additional cost to the Owner.

3.3.2. Lubricate, make final adjustments, and clean hardware.

3.3.3. Clean all exposed and semi-exposed surfaces.

3.3.4. Protection: Installer shall advise the Contractor of methods and conditions necessary for protection of the woodwork to the time of acceptance, and the Contractor shall provide that protection.

END OF SECTION

SECTION 07191

WATER REPELLANT PENETRANT

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Water repellant liquid applied to exterior concrete masonry surfaces.

1.2. RELATED SECTIONS

1.2.1. Section 04813 – Masonry Venner: Exterior masonry veneer to receive the work of this Section.

1.2.2. Section 04815 – Single Wythe Unit Masonry: Exterior masonry wall to receive the work of this Section.

1.2.3. Section 07900 – Joint Sealers: Sealers material to be applied prior to the work of this Section.

1.3. SYSTEM DESCRIPTIOIN

1.3.1. Applied Penetrant: A water repelling product that exhibits an ability to restrict water absorption in concrete masonry to a maximum of 4 percent after treatment without appreciably altering the surface color, texture or natural appearance of the concrete masonry.

1.4. SUBMITTALS FOR REVIEW

1.4.1. Section 01001 – Basic Requirements: Procedures for submittals.

1.4.2. Product Data: Provide details of product description, tests performed, limitations to coating, and chemical properties including percentage of solids.

1.5. SUBMITTALS FOR INFORMATION

1.5.1. Manufacturer's Application Instructions: Indicate special procedures and conditions requiring special attention; cautionary procedures required during application.

1.6. QUALITY ASSURANCE

1.6.1. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum five years documented experience.

1.6.2. Applicator: Company specializing in performing the work of this Section with minimum three years experience and approved by manufacturer.

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SECTION 07211

BUILDING ROOF INSULATION

PART 1 GENERAL

1.1. SUMMARY

1.1.1. Extruded polystyrene rigid board insulation for conventional roof membrane assemblies.

1.1.2. Related Sections:

1.1.2.1. Section 05321 - Steel Roof Decking: Roof deck over which the work of this Section is to be installed.

1.1.2.2. Section 06114 - Miscellaneous Rough Carpentry: Wood nailers interfacing with the edges of the roof insulation.

1.1.2.3. Section 07535 - Elastomeric Membrane Roofing – Mechanically Attached: Roof membrane system to be installed over the work of this Section.

1.2. REFERENCES

1.2.1. ASTM C518: Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.

1.2.2. ASTM C578: Standard Specification for Rigid, Cellular Polystyrene Insulation.

1.2.3. ASTM D1621: Standard Test Method for Compressive Properties of Rigid Cellular Plastics.

1.2.4. ASTM D2842: Standard Test Method for Water Absorption of Rigid Cellular Plastics.

1.2.5. ASTM E96/E96M: Standard Test Method for Water Vapor Transmission of Materials.

1.3. SYSTEM DESCRIPTION

1.3.1. Provide continuity of thermal insulation at building enclosure assemblies and spaces in conjunction with thermal insulating materials specified in Sections 04815 and 07214.

1.4. SUBMITTALS

1.4.1. Product Data and Manufacturer's Instructions: Submit manufacturer's product data including thermal performance of materials and manufacturer's installation instructions.

1.4.1.1. Provide manufacturer's technical data for each type of insulation.

1.4.1.2. Include product characteristics and performance criteria – aged thermal resistance values, fire performance characteristics, moisture vapor permeance,

water absorption ratings, compressive strengths, and evaluation reports showing conformance to applicable codes for polystyrene insulations.

1.4.1.3. Manufacturer's Installation Instructions: Indicate procedures for preparation and installation specific to the work of this Section.

1.4.2. Shop Drawings: Submit shop drawings in accordance with the requirements of Section 01001. Indicate degree of slope and layout of sloping boards and fill boards on roof surfaces. Where slope is not provided by a sloping roof structure and deck, ensure positive drainage to roof drip edges.

1.6. QUALITY ASSURANCE

1.6.1. Obtain each type of insulation material from a single manufacturer.

1.7. DELIVERY, STORAGE AND HANDLING

1.7.1. Store, handle and protect products as specified in Section 01001.

1.7.2. Handle products carefully ensuring board corners are not broken and boards are not damaged. Replace damaged boards with undamaged material.

1.7.3. Do not store product exposed to direct sunlight. When stored outdoors, cover product with light-colored opaque tarpaulins and protect from solar radiation.

1.7.4. Store products away from construction activity and sources of ignition.

1.8. ENVIRONMENTAL REQUIREMENTS

1.8.1. Install insulation only when surfaces and ambient temperatures are within manufacturer's prescribed limits.

PART 2 PRODUCTS

2.1. BUILDING INSULATION

2.1.1. Acceptable Manufacturers:

2.1.1.1. Dow Chemical - Extruded-Polystyrene Insulation Model: Styrofoam Deckmate Plus Tapered.

2.1.1.2. Owen-Corning Extruded-Polystyrene Insulation Model: Thermapink 25 and Tapered.

2.1.1.3. Substitutions: Not Permitted.

2.2. COMPONENTS

2.2.1. Flat Extruded Polystyrene Insulation Board: ASTM C578 Type VI, cellular type, with integral high density skin and with the following characteristics:

2.2.1.1. Board Size: 24 inches x 96 inches and/or 48 inches x 96 inches.

2.2.1.2. Board Thickness: 2 inches thick, except where tapered.

2.2.1.3. Thermal Resistance: ASTM C518, five-year aged value of R of 5.0 (RSI of 0.87) per inch of thickness.

2.2.1.4. Water Vapor Permeance: In accordance with ASTM E96/96M; maximum 1.1 perms.

2.2.1.5. Water Absorption: In accordance with ASTM D2842; 0.7 percent by volume maximum.

2.2.1.6. Compressive Strength: Minimum 25 psi (175 kPa).

2.2.1.7. Board Edges: Square edges.

2.2.1.8. Flame Spread/Smoke Developed Values: 5/165 per ASTM E84.

2.2.2. Tapered Extruded Polystyrene Insulation Board: ASTM C578 Type VI, cellular type, with integral high density skin and with the following characteristics:

2.2.2.1. Board Size: 24 inches x 96 inches.

2.2.2.2. Board Slope: 1/4 inch per foot.

2.2.2.3. Thermal Resistance: ASTM C518, five-year aged value of R of 5.0 (RSI of 0.87) per inch of thickness.

2.2.2.4. Water Vapor Permeance: In accordance with ASTM E96/96M; maximum 1.1 perms.

2.2.2.5. Water Absorption: In accordance with ASTM D2842; 0.7 percent by volume maximum.

2.2.2.6. Compressive Strength: Minimum 25 psi (175 kPa).

2.2.2.7. Board Edges: Square edges.

2.2.2.8. Flame Spread/Smoke Developed Values: 5/165 per ASTM E84.

2.3. ACCESSORIES

2.3.1. Adhesive: Type recommended by insulation manufacturer for application.

2.3.2. Mechanical Fasteners: Screw-type, 3 gage (6.3 mm) diameter, self-drilling, galvanized or stainless steel; sufficient length to securely anchor system into place and to withstand super-imposed loads; and complete with 1-1/2 inch (38 mm) diameter PVC discs,

2.3.3. Thermal Barrier: Not required when specified insulation is used over 22 gage and thicker steel deck, unless otherwise required by board manufacturer. When required, comply with insulation manufacturer's recommendation.

2.3.4. Protective Boards (when recommended by roofing membrane manufacturer): Cementitious-type, minimum 1/4-inch ([6-mm) thick.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify substrate, adjacent materials, and insulation boards are dry and ready to receive insulation.

3.2. INSTALLATION

3.2.1. Apply flat fill and sloped roof insulation boards in accordance with layout indicated on manufacturer's shop drawings.

3.2.2. When recommended by insulation board manufacturer, apply full bed of adhesive at the rate specified by the board manufacturer. Spread only enough adhesive to install four board at a time. Press boards in place to ensure complete bond with substrate. Apply adhesive fully around penetrations.

3.2.3. Mechanically fasten insulation boards to substrate at UL and FM required spacing, whichever is the stricter.

3.2.4. Apply roof insulation boards parallel to roof perimeter long edges. Stagger end joints.

3.2.5. Lay insulation boards with edges in moderate contact without forcing.

3.2.6. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

3.2.7. Lay second layer of insulation with joints staggered from first layer. Where tapered boards are used, continue to stagger joints of subsequent layers.

3.2.8. Where roof insulation is indicated to consist of flat insulation boards, cut boards of use tapered boards at roof edges to slope insulation to interface flush with wood edge nailers. Start such slope not less than 48 inches or more than 78 inches from roof edge.

3.2.9. Apply no more insulation than can be covered with roofing membrane in same day.

3.2.10. Keep insulation a minimum of 3 inches from heat emitting devices.

3.2.11. When protective cover is required by roofing membrane manufacturer, install single layer of overlay board with joints staggered over joints in top layer of board insulation.

END OF SECTION

SECTION 07262

FLUID-APPLIED AIR AND VAPOR BARRIER

PART 1 - GENERAL

1.1. SECTION INCLUDES

1.1.1. This Section specifies a water-resistant fluid-applied air and vapor barrier in exterior wall of steel stud and masonry veneer assemblies .

1.1.2. Related Sections:

1.1.2.1. Section 04813 – Masonry Veneer: Masonry ties and veneer to be installed after the work of this Section is performed; coordination with sequencing of through-wall flashing.

1.1.2.2. Section 09260 – Gypsum Board Assemblies: Requirement that backup gypsum sheathing has been installed with damaged corners repaired, joints filled and surface flush with compatible material as acceptable to the fluid-applied air and vapor barrier manufacturer; requirement for gap at deflection joints and fillers.

1.2. PERFORMANCE REQUIREMENTS

1.2.1. Material Performance: Provide materials which have an air permeance not to exceed 0.004 cubic feet per minute per square foot under a pressure differential of 0.3 in. water (1.57 psf) (0.02 L/m^2 @ 75 Pa.) when tested according to ASTM E 2178.

1.2.2. Connections to Adjacent Materials: Provide connections to prevent air leakage and vapor migration at the following locations:

1) Foundation and walls, including penetrations, ties and anchors.
2) Walls, windows, storefronts, louvers or doors.
3) Different wall assemblies, and fixed openings within those assemblies.
4) Wall and roof connections and penetrations.
5) Walls, floor and roof across construction, control and expansion joints, if any.
6) Walls, floors and roof to utility, pipe and duct penetrations.
7) All other leakage pathways in the building envelope.

1.3. SUBMITTALS

1.3.1 Submittals: Submit in accordance with Section 01001, Basic Requirements.

1.3.2. Quality Assurance Program: Submit evidence of current accreditation and certification under the Air Barrier Association of America's (ABAA) Quality Assurance Program. Submit accreditation number of manufacturer and certification number of installers.

1.3.3. Product Data: Submit manufacturer's product data, installation instructions, and manufacturer's printed instructions for evaluating, preparing, and treating substrate,

temperature and other limitations of installation conditions, technical data, and tested physical and performance properties.

1) Submit letter from primary materials manufacturer indicating approval of products not manufactured by primary manufacturer.
2) Include statement that materials are compatible with adjacent materials proposed for use.
3) Submit reports indicating that field peel-adhesion test on all materials to which sealants are adhered have been performed and the changes made, if required, to other approved materials, in order to achieve successful adhesion.

1.3.4. Samples: Submit clearly labeled samples, 3 by 4 inch (75 mm by 100 mm) minimum size of each material specified.

1.3.5. Shop Drawings of Mock-Up: Submit shop drawings of proposed mock-ups showing plans, elevations, isometric details, installation sequence, and connections to the test apparatus.

1.3.6. Field Test Results of Mock-Up: Submit test results of air leakage test and water leakage test of mock-up in accordance with specified standards, including retesting if initial results are not satisfactory.

1.3.7. Shop Drawings: Submit shop drawings showing locations and extent of air and vapor barrier assemblies and details of all typical conditions, intersections with other envelope assemblies and materials, membrane counter-flashings, and details showing how gaps in the construction will be bridged, how inside and outside corners are negotiated, how materials that cover the air and vapor barrier are secured with air-tight condition maintained, and how miscellaneous penetrations such as conduits, pipes, electric boxes and similar items are sealed.

1) Include VOC content of each material, and applicable legal limit in the jurisdiction of the project.
2) Include statement that materials are compatible with adjacent materials proposed for use.
3) Include recommended values for field adhesion test on each substrate.

1.3.8. Compatibility: Submit letter from manufacturer stating that materials proposed for use are permanently chemically compatible and adhesively compatible with adjacent materials proposed for use. Submit letter from manufacturer stating that cleaning materials used during installation are chemically compatible with each of the adjacent materials proposed for use.

1.4. QUALITY ASSURANCE

1.4.1. Air Barrier Installer Qualifications: Currently accredited by the Air Barrier Association of America (ABAA) whose applicators are certified in accordance with the ABAA Quality Assurance Program.

1.4.2. Manufacturer: Obtain primary materials from a single manufacturer regularly engaged in manufacturing air and vapor barrier membranes. Obtain secondary materials from a source acceptable to the primary materials manufacturer.

1.4.3. Accredited Laboratory Testing for Materials: Laboratory accredited by International Accreditation Service Inc. (IAS) or American Association for Laboratory Accreditation (A2LA).

1.4.4. VOC Regulations: Provide products which comply with applicable regulations controlling the use of volatile organic compounds for the specific authority having jurisdiction.

1.4.5. Preconstruction Meeting: Convene a minimum of two weeks prior to commencing Work of this Section. Agenda shall include, at a minimum, construction and testing of mock-up, sequence of construction, coordination with substrate preparation, materials approved for use, compatibility of materials, coordination with installation of adjacent and covering materials, and details of construction. Attendance is required by representatives of related trades including covering materials, substrate materials and adjacent materials.

1.4.6. Field Quality Assurance: Implement the ABAA Quality Assurance Program requirements. Cooperate with ABAA inspectors and independent testing and inspection agencies when engaged by the Owner. When applicable, do not cover air and vapor barrier until it has been inspected, tested and accepted.

1.4.7. Mock-Ups: Build mock-up representative of primary exterior wall assemblies and glazing assemblies including backup wall and typical penetrations as acceptable to the Engineer/Architect. Mock-up shall be approximately 8 feet long by 8 feet high and include the materials proposed for use in the exterior wall assembly. Mock-up shall be suitable for testing as specified in the following paragraph.

1.4.8. Mock-Up Tests for Air and Water Infiltration: Test mock-up for air and water infiltration in accordance with ASTM E 1186 (air leakage location) or ASTM E 783 (air leakage quantification), and ASTM E 1105 (water penetration). Use smoke tracer to locate sources of air leakage. If deficiencies are found, repair or modify mock-up and retest until satisfactory results are obtained. Deficiencies include air leakage beyond values specified, uncontrolled water leakage, unsatisfactory workmanship.

1.4.8.1. Perform the air leakage tests and water penetration test of mock-up prior to installation of cladding and trim but after installation of all fasteners for masonry ties and after installation of other penetrating elements. For fasteners which would normally only be installed with cladding, install representative fasteners without cladding; intent is to perform testing with all types of penetrations in place.

1.4.9. Mock-Up Tests for Adhesion: Test mock-up of fluid-applied and sheet applied materials for adhesion in accordance with ASTM D 4541 using a Type 1 pull tester except that the disk used shall be 100mm in diameter and the membrane shall be cut through to separate the material attached to the disk from the surrounding material. Perform test after curing period recommended by the manufacturer. Record mode of failure and area which failed in accordance with ASTM D 4541. When the air barrier material manufacturer has established a minimum adhesion level for the product on the particular substrate, the inspection report shall indicate whether this requirement has been met. Where the manufacturer has not declared a minimum adhesion value for their product/substrate combination, then the inspector shall simply record the value.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Deliver materials to job site in original packages with seals unbroken, labeled with manufacturer's name, product, date of manufacture, and directions for storage.

1.5.2. Store materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air and vapor barrier membrane manufacturer. Protect stored materials from direct sunlight.

1.5.3. Handle materials in accordance with manufacturer's recommendations.

1.6. PROJECT CONDITIONS

1.6.1. Temperature: Install air and vapor barrier within range of ambient and substrate temperatures recommended by air and vapor barrier manufacturer.

1.6.2. Field Conditions: Do not install air and vapor barrier in snow, rain, fog, or mist without temporary protection and supplemental heat as required. Do not install air and vapor barrier when the temperature of substrate surfaces and surrounding air temperatures are below those recommended by the manufacturer. Apply membrane to a surface dry substrate, or in accordance with manufacturer's recommendations.

1.7. WARRANTY

1.7.1. Material Warranty: Provide manufacturer's standard product warranty for a minimum three years from Date of Substantial Completion.

1.7.2. Installation Warranty: Provide air barrier installer's two-year warranty from Date of Substantial Completion, including all components of the air and vapor barrier assembly, against failures including loss of air tight seal, loss of watertight seal, loss of adhesion, loss of cohesion, failure to cure properly.

PART 2 - PRODUCTS

2.1. MATERIALS

2.1.1. Fluid-Applied Air and Vapor Barrier: Fluid-applied proprietary materials as specified. Use regular or low-temperature formulation depending on site conditions, within temperature ranges specified by manufacturer. Provide related accessories including primer, seam tape, mastic, fluid and sealant recommended by manufacturer. Subject to compliance with requirements, provide one of the following:

2.1.1.1. Carlisle Coatings and Waterproofing:

1) Fluid-Applied Air and Vapor Barrier Membrane: Barriseal, 40 mils thick (dry).
2) Water-Based Primer: CCW-AWP Water-Based Primer.
3) Solvent-Based Primer: CCW-702 Solvent-Based Primer.
4) Solvent-Based Aerosol Primer: CAV-GRIP.
5) Mastic: CCW-704 Solvent-Based Rubberized Asphalt Mastic.
6) Sealants: CCW-703 Vertical Grade Liquiseal membrane or CCW-201 two component polyurethane sealant.
7) Counterflashing for Masonry Through-Wall Flashings: CCW-705.

8) Website: www.carlisle-ccw.com

2.1.1.2. Grace Construction Products:

1) Fluid-Applied Air and Vapor Barrier: Perm-A-Barrier Liquid, 60 mils thick (wet).
2) Water-Based Primer for Flashing, Transition Strip and Detail Membrane: Perm-A-Barrier WB Primer.
3) Solvent-Based Primer for Flashing, Transition Strip and Detail Membrane: Bituthene Primer B-2 and Bituthene Primer B2 LVC.
4) Through-Wall Flashings or Shelf Angle Flashings: Perm-A-Barrier Wall Flashing.
5) Mastics, Adhesives and Tapes: As recommended by Grace Construction Products.
6) Transition Strip: Perm-A-Barrier Detail Membrane and Perm-A-Barrier Wall Flashing.
7) Termination Mastic: Bituthene Liquid Membrane and as recommended by Grace Construction Products.
8) Window Flashing and Detail Membrane: Perm-A-Barrier Detail Membrane and Perm-A-Barrier Wall Flashing.
9) Website: www.na.graceconstruction.com

2.1.1.3. Henry:

1) Fluid-Applied Air and Vapor Barrier for Cold Temperature Applications: Air Bloc 06, 93 mils (wet).
2) Fluid-Applied Air and Vapor Barrier (Also Used as Insulation Adhesive): Air Bloc 21 and AirBloc 21FR fire-resistive type, 120 mils (wet).
3) Fluid-Applied Air and Vapor Barrier, Low VOC: Air Bloc 32, 75 to 115 mils thick (wet).
4) Transition Membrane: Blueskin SA and Blueskin SA LT for low-temperature applications.
5) Water-Based Primer for Transition Membrane: Aquatec Primer.
6) Solvent-Based Primer for Transition Membrane: Blueskin Adhesive.
7) Solvent-Based Aerosol Primer for Transition Membrane: Blueskin Spray Prep.
8) Counterflashing for Masonry Through-Wall Flashing: Blueskin TWF.
9) Mastics, Adhesives and Tapes: Henry 570-05 Polybitume.
10) Website: www.henry.com.

2.1.1.4. Hohmann & Barnard, Inc:

1) Fluid-Applied Air and Vapor Barrier Membrane: Textroflash Liquid Air and Vapor Barrier, 60 mils (wet), 40 mils (dry), approximately 25 square feet per gallon.
2) Flashing and Transition Membrane: Hohmann and Barnard Textroflash Green, Spun-bonded polypropylene membrane with adhesive and release paper, 40 mils.
3) Base Flashing: Hohmann and Barnard Flex-Flash Flashing, 40 mil with pressure sensitive adhesive.
4) Primers: As recommended by manufacturer.
5) Mastics: As recommended by manufacturer.
6) Website: www.h-b.com

2.1.1.5. Protective Coatings Technology, Inc.:

1) Fluid-Applied Air and Vapor Barrier Membrane: Poly-Wall AirLok or AirLok Flex as recommended by manufacturer, 8-12 mils (dry) (50-80 square feet per gallon inversely related to texture and porosity of wall surface).
2) Water-Based Primer: As recommended by manufacturer.
3) Solvent-Based Primer: Poly-Wall AirLok or AirLok Flex as recommended.
4) Counterflashing for Masonry Through-Wall Flashings: Poly-Wall CrackGuard.
5) Mastics, Adhesives and Tapes: As recommended by manufacturer.
6) Website: www.poly-wall.com

2.1.1.6. Rubber Polymer Corporation:

1) Fluid-Applied Air and Vapor Barrier: Rub-R-Wall Airtight, 40 mils thick (dry) (20 to 25 square feet per gallon).
2) Solvent-Based Primer: Rub-R-Wall SA Primer.
3) Transition Strip, Counterflashing for Masonry Through-Wall Flashings: Rub-R-Wall SA.
4) Mastics: Rub-R-Wall Mastic.
5) Website: www.rpcinfo.com.

2.1.1.7. Seaboard Asphalt Products:

1) Fluid-Applied Air and Vapor Barrier Membrane: EF-400 Modified Emulsion Coating, 40 mils (dry).
2) Flashing and Transition Membrane: Self-adhesive polymeric air and vapor barrier membrane, 40 mils.
3) Water-Based Primer for Temperatures Above 40 degrees F: Manufacturer's water-based primer.
4) Solvent-Based Primer for Temperatures Above 30 degrees F: Manufacturer's VOC compliant solvent based primer.
5) Mastics, Adhesives and Tapes: As recommended by manufacturer.
6) Website: www.seaboardasphalt.com.

2.1.1.8. Tremco, Inc.:

1) Fluid-Applied Air and Vapor Barrier Membrane: ExoAir 120SP/R (spray-applied and ExoAir 120R (roller-grade), 60 mils (wet) (25 square feet per gallon for sheathing panels and 20 square feet per gallon for unparged masonry walls). ExoAir 220R (roller-grade), 70 mils (wet).
2) Water-Based Primer: ExoAir 10 WB Primer.
3) Solvent-Based Primer: ExoAir 10 Primer.
4) Transition Strips: ExoAir 110/110 LT.
5) Counterflashing for Masonry Through-Wall Flashings: ExoAir TWF, Proglaze ETA.
6) Mastics, Adhesives and Tapes: ExoAir Termination Mastic.
7) Detail Sealants: Tremflex 834 acrylic latex sealant, Dymonic FC polyurethane sealant, or Spectrem 1 silicone sealant.
8) Adhesives and Tapes: As recommended by manufacturer.
9) Website: www.tremcosealants.com.

2.1.1.9. W. R. Meadows, Inc.:

1) Fluid-Applied Air and Vapor Barrier: Air-Shield LM and Air-Shield LM All Season (for cold temperature applications), 60 mils (wet), 45 mils (dry).
2) Detailing Strips: Air-Shield Self-Adhering Air Barrier.
3) Water-Based Primer: Mel-Prime WB.
4) Solvent-Based Primer: Mel-Prime VOC and Mel-Prime NE.
5) Counterflashing for Masonry Through-Wall Flashings: Air-Shield Thru-Wall Flashing.
6) Mastics, Adhesives and Tapes: Pointing Mastic.
7) Website: www.wrmeadows.com.

2.1.1.10. STS Coatings:

1) Fluid-Applied Air and Vapor Barrier: Wall Guardian FW-100 Water Barrier and Vapor Retarder (minimum application rate of 3.75 gallons per 100 sq ft)
2) Liquid Tape: GreatSeal LT-100
3) Counterflashing for Masonry Through-Wall Flashings: Wall Guardian FW-100
4) Website: www.wallguardian.com.

2.2. AUXILIARY MATERIALS

2.2.1. Sealant at Transitions in Substrate and Connections to Adjacent Elements: Low-modulus pre-cured silicone extrusion and sealant for bonding extrusions to substrates; Tremco Silicone Extruded Sheet by Tremco, Proglaze ETA by Tremco, or Bondaflex Silbridge 300 by May National Associates; with STS Wall Guardian FW-100, use GreatSeal LT-100 Liquid Tape.

2.2.2. Transition Membrane Between Air and Vapor Barrier Membrane and Roofing and Other Adjacent Materials: Comply with both air and vapor barrier manufacturer's recommendations and roofing material manufacturer's recommendations.

PART 3 - EXECUTION

3.1. EXAMINATION

3.1.1. Examine substrates, areas, and conditions under which air and vapor barrier assemblies will be applied, with Installer present, for compliance with requirements.

3.1.1.1. Verify that surfaces and conditions are suitable prior to commencing work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.1.1.2. Ensure that surfaces are sound, dry, even, and free of oil, grease, dirt, or other contaminants

3.1.1.3. Verify substrate is surface dry. Test for capillary moisture by plastic sheet method according to ASTM D 4263 and take suitable measures until substrate passes moisture test. Surface dry is an acceptable substrate condition if acceptable to the manufacturer.

3.1.1.4. Verify sealants used in sheathing are compatible with membrane proposed for use. Perform field peel-adhesion test on materials to which sealants are adhered.

3.1.1.5. Notify Engineer/Architect in writing of anticipated problems using air and vapor barrier over substrate prior to proceeding.

3.2. SURFACE PREPARATION

3.2.1. Clean, prepare, and treat substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air and vapor barrier application. Mask off adjoining surfaces to prevent overspray and spillage

3.2.2. When applicable, prime substrate for application of sheet membrane transition strips as recommended by manufacturer and as follows:

3.2.1.1. Prime masonry, concrete substrates, if any, with conditioning primer.

3.2.1.2. Prime glass-fiber surfaced gypsum sheathing an adequate number of coats to achieve required bond, with adequate drying time between coats.

3.2.1.3. Prime wood, metal, and painted substrates with primer.

3.2.1.4. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through air and vapor barrier and at protrusions.

3.2.3. Prime substrate for application of fluid-applied air and vapor barrier when recommended by manufacturer based on project conditions and as follows.

3.3. INSTALLATION

3.3.1. Air and Vapor Barrier Installation: Install transition strip materials and fluid-applied air and vapor barrier to provide continuity throughout the building envelope. Install materials in accordance with manufacturer's recommendations and as follows, unless manufacturer recommends other procedures in writing based on project conditions or particular requirements of their recommended materials:

1) Apply primer for transition strips at rate recommended by manufacturer. Allow primer to dry completely before transition strip application. Apply as many coats as necessary for proper adhesion.
2) Apply primer for fluid-applied air and vapor barrier as recommended by fluid-applied air and vapor barrier manufacturer. Based on manufacturer's recommendation, no primer may be required for the fluid-applied materials.
3) Apply fluid-applied air and vapor barrier using equipment and methods recommended by manufacturer, to achieve a dry film thickness as recommended by the manufacturer.
4) Apply fluid-applied air and vapor barrier and transition strips to shed water naturally without interception by a sheet edge, unless that edge is sealed with permanently flexible termination mastic.
5) Position subsequent sheets of transition strips applied above so that membrane overlaps the membrane sheet below by a minimum of 2 inches (50 mm), unless greater overlap is recommended by manufacturer. Roll into place with roller.

6) Overlap horizontally adjacent pieces of transition strips a minimum of 2 inches (50 mm), unless greater overlap is recommended by manufacturer. Roll seams with roller.
7) Seal around all penetrations with termination mastic, extruded silicone sealant, membrane counterflashing or other procedure in accordance with manufacturer's recommendations.
8) Connect air and vapor barrier in exterior wall assembly continuously to the air barrier of the roof, to concrete below-grade structures, to windows, storefront, louvers, exterior doors and other intersection conditions and perform sealing of penetrations, using accessory materials and in accordance with the manufacturer's recommendations.
9) At changes in substrate plane, provide transition material (bead of sealant, mastic, extruded silicone sealant, membrane counterflashing or other material recommended by manufacturer) under membrane to eliminate all sharp 90 degree inside corners and to make a smooth transition from one plane to another.
10) Provide mechanically fastened non-corrosive metal sheet to span gaps in substrate plane and to make a smooth transition from one plane to the other. Membrane shall be continuously supported by substrate or as recommended by the manufacturer.
11) At through-wall flashings, provide an additional 6 inch wide strip of manufacturer's recommended membrane counterflashing to seal top of through-wall flashing to membrane or as recommended by manufacturer .
12) At deflection and control joints, provide backup for the membrane to accommodate anticipated movement.
13) At expansion joints, if any, provide transition to the joint assemblies.
14) Apply a bead or trowel coat of mastic along membrane seams at reverse lapped seams, rough cuts, and as recommended by the manufacturer.
15) At end of each working day, seal top edge of the self-adhered membrane to substrate with termination mastic.
16) Do not allow materials to come in contact with chemically incompatible materials.
17) Do not expose membrane to sunlight longer than as recommended by the manufacturer.
18) Inspect installation prior to enclosing assembly and repair punctures, damaged areas and inadequately lapped seams with a patch of membrane lapped as recommended by manufacturer.

3.4. FIELD QUALITY CONTROL

3.4.1. Owner's Inspection and Testing/ABAA Audits: Cooperate with Owner's testing agency and ABAA auditors. Allow access to work areas and staging. Notify Owner's testing agency/ABAA auditor in writing of schedule for Work of this Section to allow sufficient time for testing and inspection. Daily inspection and testing may be required. Do not cover Work of this Section until testing and inspection is accepted.

3.5. PROTECTING AND CLEANING

3.5.1. Protect air and vapor barrier assemblies from damage during application and remainder of construction period, according to manufacturer's written instructions.

3.5.1.1. Coordinate with installation of materials which cover air and vapor membrane, to ensure exposure period does not exceed that recommended by the air and vapor barrier manufacturer.

3.5.2. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction and acceptable to the primary material manufacturer.

END OF SECTION

SECTION 07411

METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Standing-seam metal roof panels.
   2. Metal soffit panels.

B. Related Sections:
   1. Division 5 Section 05313 "Steel Deck" for steel roof deck supporting metal roof panels.
   2. Division 9 Section 09111 "Non-Load Bearing Steel Framing" for cold-formed metal framing supporting metal wall panels.
   3. Division 7 Section 07900 "Joint Sealants" for field-applied sealants not otherwise specified in this Section.

1.3 DEFINITIONS

A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal insulation, and accessories necessary for a complete weather-tight roofing system.

1.4 PERFORMANCE REQUIREMENTS

A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.
   1. Test-Pressure Difference: Positive and negative 2.86 lbf/sq. ft..
   2. Positive Preload Test-Pressure Difference: Greater than or equal to 15.0 lbf/sq. ft. and the greater of 75 percent of building live load or 50 percent of building design positive wind-pressure difference.
   3. Negative Preload Test-Pressure Difference: 50 percent of design wind-uplift-pressure difference.

B. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.

C. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
   1. Uplift Rating: UL 90.

D. FMG Listing: Provide metal roof panels and component materials that comply with requirements in FMG 4471 as part of a panel roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
   1. Fire/Windstorm Classification: Class 1A-90.
   2. Hail Resistance: SH.

E. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592:
   1. Wind Loads: Determine loads based on the following minimum design wind pressures:
      a. Uniform pressure as indicated on Drawings.
   2. Snow Loads: as indicated on structural drawings.
   3. Deflection Limits: Metal roof panel assemblies shall withstand wind and snow loads with vertical deflections no greater than 1/240 of the span.

F. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

G. Thermal Performance: Provide insulated metal roof panel assemblies with thermal-resistance value (R-value) indicated when tested according to ASTM C 518.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of roof panel and accessory.

B. Shop Drawings: Show fabrication and installation layouts of metal roof panels; details of edge conditions, side-seam and endlap joints, panel profiles, corners, anchorages, trim, flashings, closures, and accessories; and special details. Distinguish between factory- and field-assembled work.
   1. Accessories: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches:
      a. Flashing and trim.
      b. Gutters.
      c. Downspouts.
      d. Roof curbs.

C. Samples for Initial Selection: For each type of metal roof panel indicated with factory-applied color finishes.
   1. Include similar Samples of trim and accessories involving color selection.

1.6 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Roof plans, drawn to scale, on which the following are shown and coordinated with each other, based on input from installers of the items involved:
   1. Roof panels and attachments.
   2. Purlins, joists and rafters.
   3. Roof-mounted items including roof hatches, equipment supports, pipe supports and penetrations, lighting fixtures, and items mounted on roof curbs.

B. Manufacturer Certificates: Signed by manufacturer certifying that roof panels comply with energy performance requirements specified in "Performance Requirements" Article.
   1. Submit evidence of meeting performance requirements.

C. Qualification Data: For qualified Installer and testing agency.

D. Material Certificates: For thermal insulation and vapor retarders, from manufacturer.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.

F. Warranties: Samples of special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal roof panels to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Source Limitations: Obtain each type of metal roof panels from single source from single manufacturer.
   1. Combustion Characteristics: ASTM E 136.

C. Pre-installation Conference: Conduct conference at Project site.
   1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, metal roof panel Installer, metal roof panel manufacturer's representative, deck Installer, and installers whose work interfaces with or affects metal roof panels including installers of roof accessories and roof-mounted equipment.
   2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   3. Review methods and procedures related to metal roof panel installation, including manufacturer's written instructions.
   4. Examine deck substrate and structural joist conditions for compliance with requirements, including flatness and attachment to structural members.
   5. Review structural loading limitations of deck and joist during and after roofing.
   6. Review flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.
   7. Review governing regulations and requirements for insurance, certificates, and testing and inspecting if applicable.
   8. Review temporary protection requirements for metal roof panel assembly during and after installation.
   9. Review roof observation and repair procedures after metal roof panel installation.
   10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, sheets, metal roof panels, and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.

B. Unload, store, and erect metal roof panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal roof panels on platforms or pallets, covered with suitable weather-tight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.

E. Protect foam-plastic insulation as follows:
   1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
   2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
   3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.10 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed according to manufacturer's written instructions and warranty requirements.

B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

1.11 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal roof panels with rain drainage work, flashing, trim, and construction of decks, parapets, walls, and other adjoining work to provide a leak-proof, secure, and noncorrosive installation.

1.12 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace metal roof panel assemblies that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures including rupturing, cracking, or puncturing.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Weather-tightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weather-tight, including leaks, within specified warranty period.
   1. Weather-tight Warranty Period: 10 years from date of Substantial Completion.

D. Special Weather-tightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weather-tight, including leaks, within specified warranty period.
   1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANEL MATERIALS

1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40; structural quality.
3. Surface: Smooth, flat finish.
4. Exposed Coil-Coated Finish: To be selected by architect from standard manufacturer colors.

B. Panel Sealants:
   1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch wide and 1/8 inch thick.
   2. Joint Sealant: ASTM C 920; elastomeric polyurethane, polysulfide, or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal roof panels and remain weather-tight; and as recommended in writing by metal roof panel manufacturer.
   3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.2 FIELD-INSTALLED THERMAL INSULATION

A. Refer to Division 7 Section 07210 "Building Insulation."

B. Polyethylene Vapor Retarders: ASTM D 4397, 6 mils thick, with maximum permeance rating of 0.13 perm.

C. Faced, Polyisocyanurate Board Insulation: ASTM C 1289, Type I, Class 1 aluminum foil with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, based on tests performed on unfaced core.
   1. Polystyrene insulation in first two paragraphs below may not be suitable for higher temperatures

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: 30 to 40 mils thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
   1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.

2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
3. Products: Subject to compliance with requirements, provide the following:
   a. Carlisle Coatings & Waterproofing Inc., Div. of Carlisle Companies Inc.; CCW WIP 300HT.
   b. Grace Construction Products; a unit of Grace, W. R. & Co.; Ultra.
   c. Henry Company; Blueskin PE200 HT.
   d. Metal-Fab Manufacturing, LLC; MetShield.
   e. Owens Corning; WeatherLock Metal High Temperature Underlayment.

B. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felts.

C. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS METAL FRAMING

A. Miscellaneous Metal Framing, General: ASTM C 645, cold-formed metallic-coated steel sheet, ASTM A 653/A 653M, G60 hot-dip galvanized or coating with equivalent corrosion resistance unless otherwise indicated.

B. Hat-Shaped, Rigid Furring Channels:
   1. Nominal Thickness: As indicated on drawings.
   2. Depth: As indicated 7/8 inch or 1-1/2 inches.

C. Cold-Rolled Furring Channels: Minimum 1/2-inch- wide flange.
   1. Nominal Thickness: As indicated 0.064 inch.
   2. Depth: As indicated.
   3. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with nominal thickness of 0.040 inch.
   4. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch- diameter wire.

D. Fasteners for Miscellaneous Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten miscellaneous metal framing members to substrates.

2.5 MISCELLANEOUS MATERIALS

A. Panel Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal roof panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.

B. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.6 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weather-tight installation.
   1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels : Formed with vertical ribs at panel edges and flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels, and snapping panels together.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Basis-of-Design Product: MBCI; a division of NCI Building Systems, L. P.
   2. Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
      a. AEP-Span.
      b. Architectural Building Components.
      c. Architectural Metal Systems.
      d. Architectural Roofing and Siding, Inc.
      e. Butler Manufacturing; a BlueScope Steel company.
      f. CENTRIA Architectural Systems.
      g. Dimensional Metals, Inc.
      h. Englert, Inc.
      i. Fabral.
      j. IMETCO.
      k. Integris Metals.
      l. McElroy Metal, Inc.
      m. Merchant & Evans.
      n. Metal-Fab Manufacturing, LLC.
      o. Metal Sales Manufacturing Corporation.
      p. Metecno-Morin; Division of Metecno Inc.
      q. Modern Metal Systems, Inc.
      r. Petersen Aluminum Corporation.
      s. Ultra Seam Incorporated.
      t. VICWEST; Div. of Jenisys Engineered Products.
   3. Material: Galvalumn steel sheet, 22 gage nominal thickness.

2.7 METAL SOFFIT PANELS

A. General: Provide factory-formed metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners and factory-applied sealant in side laps. Include accessories required for weather-tight installation.

B. Metal Soffit Panels: As indicated on the drawings. Match aterial of metal roof panels.
   1. Finish: Match finish of metal roof panels.
   2. Sealant: Factory applied within interlocking joint.

C. Flush-Profile Metal Soffit Panels Solid panels formed with vertical panel edges and flat pan between panel edges; with flush joint between panels.
   1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings MBCI; a division of NCI Building Systems, L. P. or comparable product by one of the following:
      a. AEP-Span.
      b. Architectural Building Components.
      c. ATAS International, Inc.
      d. Berridge Manufacturing Company.
      e. CENTRIA Architectural Systems.

f. Copper Sales, Inc.
g. Dimensional Metals, Inc.
h. Englert, Inc.
i. Fabral.
j. IMETCO.
k. McElroy Metal, Inc.
l. Merchant & Evans.
m. Metal-Fab Manufacturing, LLC.
n. Metal Sales Manufacturing Corporation.
o. Petersen Aluminum Corporation.
p. Ultra Seam Incorporated.

2. Material: Same material and finish as metal roof panels.

2.8 ACCESSORIES

A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or pre-molded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weather-tight construction.
3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

B. Flashing and Trim: Formed from same material as roof panels, with coil coating, minimum 0.018 inch thick. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.

C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels.

D. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.

E. Roof Curbs: Fabricated from same material as roof panels, minimum 0.048 inch thick; with bottom of skirt profiled to match roof panel profiles, and welded top box and integral full-length cricket. Fabricate curb sub-framing of minimum 0.0598-inch-thick, angle-, C-, or Z-shaped steel sheet. Fabricate curb and sub-framing to withstand indicated loads, of size and height indicated. Finish roof curbs to match metal roof panels.

1. Insulate roof curb with 1-inch- thick, rigid insulation.

2.9 FABRICATION

A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Fabricate metal roof panel side laps with factory-installed captive gaskets or separator strips that provide a tight seal and prevent metal-to-metal contact, in a manner that will seal weather-tight and minimize noise from movements within panel assembly.

D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
   1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
   2. End Seams for Other Than Aluminum: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
   3. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
   4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
   5. Fabricate cleats and attachment devices of size and metal thickness recommended by SMACNA's "Architectural Sheet Metal Manual" or by metal roof panel manufacturer for application, but not less than thickness of metal being secured.

2.10 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the Work.

B. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

C. Examine roughing-in for components and systems penetrating metal roof panels to verify actual locations of penetrations relative to seam locations of metal roof panels before metal roof panel installation.

D. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.

B. Miscellaneous Framing: Install sub-purlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.
   1. Soffit Framing: Wire tie or clip furring channels to supports, as required to comply with requirements for assemblies indicated.

3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.
   1. Roof perimeter for a distance up from eaves of 24 inches beyond interior wall line.
   2. Rake edges for a distance of 18 inches.
   3. Roof to wall intersections for a distance from wall of 18 inches.
   4. Around dormers, chimneys, skylights, and other penetrating elements for a distance from element of 18 inches.

B. Apply slip sheet over underlayment before installing metal roof panels.

C. Install flashings to cover underlayment to comply with requirements specified in Division 7 "Sheet Metal Flashing and Trim."

3.4 THERMAL INSULATION INSTALLATION

A. Board Insulation: Extend insulation in thickness indicated to cover entire roof. Comply with installation requirements in Division 7 Section "Building Insulation."

3.5 METAL ROOF PANEL INSTALLATION, GENERAL

A. Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.

B. Thermal Movement. Rigidly fasten metal roof panels to structure at one and only one location for each panel. Allow remainder of panel to move freely for thermal expansion and contraction. Pre-drill panels for fasteners.
   1. Avoid attaching accessories through roof panels in a manner that will inhibit thermal movement.

C. Install metal roof panels as follows:
   1. Commence metal roof panel installation and install minimum of **300 sq. ft.** in presence of factory-authorized representative.
   2. Field cutting of metal panels by torch is not permitted.
   3. Locate and space fastenings in uniform vertical and horizontal alignment.
   4. Flash and seal metal roof panels with weather closures at eaves, rakes, and perimeter of all openings.
   5. Install metal flashing to allow moisture to run over and off metal roof panels.

D. Fasteners:
   1. Steel Roof Panels: Use stainless-steel fasteners for surfaces exposed to the exterior and galvanized-steel fasteners for surfaces exposed to the interior.

E. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.

F. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
   1. Coat back side of roof panels with bituminous coating where roof panels will contact wood, ferrous metal, or cementitious construction.

G. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal roof panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal roof panel manufacturer.
   1. Seal metal roof panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal roof panel manufacturer.
   2. Prepare joints and apply sealants to comply with requirements in Division 7 Section 07900 "Joint Sealants."

3.6 METAL ROOF PANEL INSTALLATION

A. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer.
   1. Install clips to supports with self-tapping fasteners.
   2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
   3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
   4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.

3.7 METAL SOFFIT PANEL INSTALLATION

A. In addition to complying with requirements in "Metal Roof Panel Installation, General" Article, install metal soffit panels to comply with requirements in this article.

B. Metal Soffit Panels: Provide metal soffit panels full width of soffits. Install panels perpendicular to support framing.
   1. Flash and seal panels with weather closures where metal soffit panels meet walls and at perimeter of all openings.

C. Metal Fascia Panels: Align bottom of panels and fasten with blind rivets, bolts, or self-tapping screws. Flash and seal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.8 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weather-tight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
   1. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
   1. Install exposed flashing and trim that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
   2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
   1. Provide elbows at base of downspouts to direct water away from building.

E. Roof Curbs: Install curbs at locations indicated on Drawings. Install flashing around bases where they meet metal roof panels.

F. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.9 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal roof panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.10 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where inspections indicate that they do not comply with specified requirements.

C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal roof panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 07620

SHEET METAL WORK, GUTTERS, AND DOWNSPOUTS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Fascia cladding, gutters and downspouts, reglets, counter flashing, door canopies, hoods for cable/conduit wall entrances, and other sheet metal items.

1.2. RELATED SECTIONS

1.2.1. Section 04815 – Single-Wythe Unit Masonry: Walls to which certain work of this Section is to be attached or installed.

1.2.2. Section 05500 - Metal Fabrications: Steel bulkhead entrances for cables and conduit.

1.2.3. Section 07410 – Preformed Metal Siding: Metal siding/soffit panels interfacing with certain work of this Section.

1.2.3. Section 07533 – Single-Ply Roofing – Mechanically Attached: Roofing and drip edges.

1.2.4. Section 07900 – Joint Sealers.

1.3. SUBMITTALS FOR REVIEW

1.3.1. Section 01001 – Basic Requirements: Procedures for submittals.

1.3.2. Shop Drawings of custom formed items. Provide detail drawings at half full size scale.

1.3.3. Manufacturer's Data: Descriptive data on materials, coatings, and fasteners. Submit reglet manufacturer's installation instructions.

1.4. QUALITY ASSURANCE

1.4.1. Fabricator: Company specializing in shop fabrication of items specified in this Section with minimum five years experience.

1.4.2. Installer: For gutters and downspouts, reglets and counter flashing, and fascia cladding, use same subcontractor as is used for installing roofing membrane or closely coordinate with interrelated work.

1.4.3. Perform work in accordance with the recommended practices of the following:

1) NRCA (National Roofing Contractors Association) - Roofing Manual.

2) SMACNA - Architectural Sheet Metal Manual, Fourth Edition.

1.5. DELIVERY, STORAGE AND HANDLING

1.5.1. Deliver, store, and handle materials in such a manner that they will not be damaged or deformed.

1.5.2. Stack preformed material to prevent twisting, bending, or abrasion, and to provide ventilation.

PART 2 PRODUCTS

2.1. SHEET MATERIALS

2.1.1. Sheet Stainless Steel (Use for Fascia Cladding, Reglets and Counterflashing, Gutters and Downspouts, and Soffit Trim): ASTM A167, Type 304, soft temper, minimum 24 gage or 0.020-inch (0.51-mm) thick, unless indicated thicker on the Drawings, and smooth No. 4 satin finish.

2.1.2. Sheet Stainless Steel (Use for Canopies, and Hoods): ASTM A167, Type 304, commercial grade, 16 gage or 0.0595-inch (1.51-mm) thick, and smooth No. 2B mill finish.

2.1.3. Sheet Steel (Use for Horizontal Soffit Support Member): ASTM A 446, Grade D, Galvanized Coating Designation G90, 14 gage.

2.2. ACCESSORIES

2.2.1. Reglet and Counter Flashing: Fry Type MA-4, Type 304 stainless steel, 0.020 inch thick, standard uncoated finish, two-piece with 4-inch top reglet flange manufactured by Fry Reglet Corporation, telephone 800-237-9773, web site: www.fryreglet.com.

2.2.1.1. Wind Lock Cleats: 3 inches long x 3/4 inch wide x 0.020 inch thick, soft-annealed Type 304 stainless steel, standard uncoated finish.

2.2.1.2. Diverter: 4 inches x one inch x 0.020 inch thick Type 304 stainless steel angle, standard uncoated finish, in length of not less than 8 feet (2.4 m).

2.2.2. Fasteners: Stainless steel rivets and stainless steel screws with soft neoprene washers with inserts for attachment to concrete masonry.

2.2.3. Sealant: Specified in Section 07900.

2.3. FABRICATION

2.3.1. General:

2.3.1.1. Form components true to shape, accurate in size, square, and free from distortion or defects. Form pieces in longest practical lengths for each use, generally not less than 10 feet (3.05 m).

2.3.1.2. Hem exposed edges on underside 1/2 inch (13 mm), unless otherwise indicated; miter and seam corners. Fabricate vertical faces with bottom edge formed as indicated and hemmed to form drip.

2.3.1.3. Form exposed material with backer plate seam.

2.3.1.5. Fabricate corners in one piece, not less than 12-inch (305 mm) long legs; seam for rigidity. Seal metal with sealant and rivets, or solder.

2.3.2. Gutters and Downspouts:

2.3.2.1. Gutters:

1) Provide in configuration indicated complete with mitered corners, end pieces, and special pieces that may be required.

2) Form in sections in longest practical lengths, generally not less than 10 feet (3.05 m) in length.

3) Fabricate spacers of one-inch wide by 16 gage metal of same type material as gutter.

4) Fabricate gutter brackets of one-inch wide by 12 gage metal of same type material as gutter.

2.3.2.2. Downspouts:

1) Provide in 5-inch (127 mm) square cross section in accordance Figure B, Plate 32 of the SMACNA Architectural Sheet Metal Manual and complete with elbows and offsets.

2) Provide in approximately 6 and 8-foot (1.8 and 2.4 m) lengths with end joints telescoping not less than 1-1/2 inches (38 mm) and longitudinal joints locked.

3) Provide approved-type leader straps formed of one-inch wide by 16 gage stainless steel similar in design to Figure G, Plate 35 of SMACNA Architectural Sheet Metal Manual. Pre-punch holes for screws and cut ends to a 2-inch (51 mm) radius curve.

2.3.3. Fascia Cladding: Form to size and shape indicated for installation over rough wood fascia. Where indicated, provide continuous lock cleat to secure bottom edge of cladding.

2.3.4. Sheet Metal Canopies and Hoods for Cable/Conduit Entrances: Fabricate of 16 gage sheet stainless steel as indicated. Weld watertight. Provide 2-inch (21 mm) wide flanges at top and sides. Terminate exposed edges with a closed hem.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify fascia cladding roof drip edges are solidly set and other related components are properly located. Coordinate with the roofing work of Section 07535.

3.1.2. Coordinate with the masonry work of Section 04815 to ensure that smooth-faced concrete masonry unit and provided where the work of this Section is required to be installed tightly to the wall.

3.2. INSTALLATION

3.2.1. General:

3.2.1.1. Conform to Drawing details and pertinent details included in SMACNA Architectural Sheet Metal Manual.

3.2.1.2. Install starter and edge strips, and cleats.

3.2.1.3. Secure flashings in place using fasteners, concealed where possible.

3.2.1.5. Fit components tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.2.1.6. Seal metal joints watertight.

3.2.2. Installation of Reglets and Counter Flashing:

3.2.2.1. Install reglets where required in exterior side of masonry joints in accordance with reglet manufacturer's instructions.

3.2.2.2. Insert sheet metal diverter angle on interior side of masonry joint opposite reglet.

3.2.2.3. Apply self-adhesive-type flashing strip across horizontal masonry joint over reglet leg and diverter angle fittng flashing strip over vertical reinforcing bars.

3.2.2.4. After installation of membrane base flashing specified in Section 07535, insert flashings to form tight fit. Secure flashings into reglets.

3.2.2.5. Retain lower edge of counterflashing with wind lock cleats spaced at not less than 24 inches oc.

3.2.3. Installation of Gutters and Downspouts:

3.2.3.1. Join the ends of each length of gutter using water tight riveted and soldered joints, except use expansion-type slip joints at the center of runs exceeding 40 feet (12 m) in length.

3.2.3.2. Support gutters with brackets spaced not to exceed 36 inches (914 mm) oc with spacers not to exceed 36 inches (914 mm) oc located at mid-points between hangers.

3.2.3.3. Fasten gutter and hangers to wood roof nailer at roof over metal cladding with upper leg positioned up behind roofing drip edge. Install gutter level with roof edges.

3.2.3.4. Flash and solder gutters to downspouts.

3.2.3.5. Solder metal joints for full metal contact and watertight. After soldering, wash clean with neutralizing solution and rinse with clean water.

3.2.3.6. Seal metal slip joints watertight.

3.2.3.7. Fasten downspouts with leader straps to walls near top and bottom for heights of approximately 8 feet (2.4 m); and fasten near top, bottom, and mid-height for heights over 9 feet (2.7 m).

3.2.3.8. Connect downspouts to shoes. Seal connection watertight. Allow sufficient space for installation of splash blocks by others.

3.2.4. Installation of Canopies and Flashing Hoods: Set top and side flanges in sealant tape and fasten in place over masonry wall as indicated. Fill with sealant the sealant trough formed by the upper edge of the wall flange and the masonry wall.

END OF SECTION

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SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Preparing sealant substrate surfaces.

1.1.2. Sealant and joint backing.

1.2. RELATED SECTIONS

1.2.1. Section 05500 - Metal Fabrications: Gable/conduit entrance frames requiring sealing specified in this Section.

1.2.2. Section 07620 – Sheet Metal Work, Gutters and Downspouts: Sheet metal work that requires sealing specified in this Section.

1.2.3. Section 08110 – Standard Steel Doors and Frames: Door frames that require sealing specified in this Section.

1.2.4. Section 08410 - Exterior Aluminum Doors and Frames: Door frames that require sealing specified in this Section.

1.2.5. Section 08520 - Aluminum Windows: Window frames that require sealing specified in this Section.

1.2.6. Section 10210 – Louvers: Wall louver frames that require sealing specified in this Section.

1.2.7. Section 15780 – Single Package Air Conditioning Units: Wall-mounted equipment that requires sealing to exterior walls as specified in this Section.

1.3. SYSTEM DESCRIPTION

1.3.1. System performance to achieve moisture and air tight joint seals.

1.4. SUBMITTALS

1.4.1. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, colors available, and recommended backup material.

1.4.2. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention, and recommended cleaning methods.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.6. ENVIRONMENTAL REQUIREMENTS

1.6.1. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.1. SEALANTS

2.1.1. Acrylic Emulsion Latex (Interior Use Only): ASTM C834, Single component, non-staining, non-bleeding, non-sagging; color as selected; such as Sonolac manufactured by Sonneborn.

2.1.2. Polyurethane Sealant (Exterior Joints on Vertical Surfaces): Use one of the following:

2.1.2.1. ASTM C920, Type S, Grade NS, Class 100/50; one-component, chemical curing, non-staining, non-bleeding, non-sagging type; colors as selected; such as Sikaflex-15 LM manufactured by Sika Corporation.

1) Elongation Capability +100 percent /-50 percent
2) Service Temperature Range -40 to 170 degrees F
3) Shore A Hardness Range 20 to 30
4) Primer: When required, as recommended by manufacturer

2.1.2.2. ASTM C920, Type M, Grade NS, Class 25; two-component, chemical curing, non-staining, non-bleeding, non-sagging type; colors as selected; such as Sonolastic NP 2 manufactured by Sonneborn.

1) Elongation Capability +/-50 percent
2) Service Temperature Range -40 to 150 degrees F
3) Shore A Hardness Range 15 to 50
4) Primer: Sonneborn #733.

2.1.3. Metal Lap Joint Sealant: Tremco MBT-35, 100 percent solids butyl-based sealant tape, or Tremco JS773 and JS779 non-skinning, non-drying, synthetic polymer-based pourable sealant, as appropriate to the condition. Use these sealants for sealing metal to metal joints in the work of other sections when sealants are not otherwise specified or recommended by the product manufacturer.

2.2. ACCESSORIES

2.2.1. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

2.2.2. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

2.2.3. Joint Backing: ASTM D1565; round, closed cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width; such as Sonofoam Backer Rod manufactured by Sonneborn.

2.2.4. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1. .EXAMINATION AND PREPARATION

3.1.1. Verify that substrate surfaces and joint openings are ready to receive work.

3.1.2. Remove loose materials and foreign matter which might impair adhesion of sealant.

3.1.3. Verify that joint backing and release tapes are compatible with sealant.

3.1.4. Perform preparation in accordance with ASTM C804 for solvent release sealants.

3.2. INSTALLATION

3.2.1. Clean and prime seal joints in accordance with manufacturer's instructions.

3.2.2. Perform installation in accordance with one of the following:

1) ASTM C804 for solvent release sealants.

2) Manufacturer's printed instructions.

3.2.3. Measure joint dimensions and size materials to achieve 2:1 width/depth ratios.

3.2.4. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.

3.2.5. Install bond breaker where joint backing is not used.

3.2.6. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

3.2.7. Tool joints concave when appropriate to joint type.

3.3. SCHEDULE

Location	Type (Refer to paragraph number noted.)	Color
Exterior Window Frame Perimeter	2.1.2.	Aluminum Gray
Exterior Door Frame @ Walls	2.1.2.	Aluminum Gray
Under Thresholds	2.1.2.	Aluminum Gray
Lap Metal Joints, unexposed	2.1.3.	Gray
Other Interior Joints	2.1.1.	Match color of adjacent finish

END OF SECTION

SECTION 08110

STANDARD STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Steel doors and frames; rated and non-rated and thermally insulated.

1.1.2. Interior steel window frames; rated..

1.2. RELATED SECTIONS

1.2.1. Section 04815 – Single-Wythe Unit Masonry: Concrete masonry walls into which the work of this Section is to be built.

1.2.2. Section 08710 - Door Hardware: Door hardware, silencers, and weatherstripping.

1.2.3. Section 08800 – Glazing: Glazing for standard steel interior window frames.

1.2.4. Section 09900 – Paints and Coatings: Field painting of doors.

1.3. SUBMITTALS

1.3.1. Section 01001 - Basic Requirements: Submittals procedures.

1.3.2. Shop Drawings: Indicate door and frame elevations and sections, internal reinforcement, cut-outs, and finish. Indicate doors in relation to the marks used on the door schedule on the Drawings.

1.3.3. Product Data: Indicate door, frame and location of cut-outs for hardware reinforcement, frame anchors, and fasteners to wall construction.

1.4. QUALITY ASSURANCE

1.4.1. Conform to the following:

1) ANSI A115.2: Standard Steel Door and Frame Preparation for Bored or Cylindrical Locks for 1-3/8 Inch and 1-3/4 Inch Doors.
2) ANSI A115.14: Preparation of Open Back Strikes.
3) ANSI A156.7: Template Hinge Dimensions.
4) ANSI/SDI A250.8 - SDI 100: Recommended Specifications for Standard Steel Doors and Frames.
5) ANSI/SDI A250.11: Recommended Erection Instructions for Steel Frames.
6) ANSI/SDI A250.6: Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
7) ANSI/SDI A250.4: Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frane Anchors and Hardware Reinforcings.

8) ANSI A250.4: Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.

1.5. DELIVERY, STORAGE, AND PROTECTION

1.5.1. Section 01001 - Basic Requirements: Transport, handle, store, and protect products.

1.5.2. Accept frames on site in manufacturer's packaging. Inspect for damage.

1.6. PROJECT CONDITIONS

1.6.1. Coordinate the work with frame opening construction and hardware installation.

1.6.2. When applicable, sequence installation to ensure wire connections are achieved in an orderly and expeditious manner.

PART 2 PRODUCTS

2.1. DOORS AND FRAMES

2.1.1. Acceptable Manufacturers:

1) Amweld Building Products, Inc., Garrettsville, OH 44231
2) Ceco Door Products, Brentwood, TN 37027
3) Curries Company, Mason City, IA 50401
4) Deansteel Manufacturing Company, San Antonio., TX 78204-1496
5) The Kewanee Corporation, Kewanee, IL 61443
6) Fenestra Corporation, Erie, PA 16505
7) Republic Builders Products, McKenzie, TN 38201
8) Steelcraft Metal Doors, Cincinnati, OH 45242
9) Tex-Steel Corporation, Harlingen, TX 78551

2.1.2. Materials:

2.1.2.1. Door and Window Frames, Frame Anchors, and Hardware Reinforcings: Comply with the requirements of the performance levels specified.

2.1.2.2. Materials Used in Manufacture: Comply with ANSI/SDI A250.6 and A250.8.

2.1.2.3. Physical Performance Levels: Comply with ANSI/SDI A250.4.

2.1.2.4. Sheet Steel: Cold-rolled type conforming to ASTM A1008 and A568, or hot-rolled, pickled and oiled steel conforming to ASTM A1011 and A568.

2.1.3. Exterior and Interior Doors (Insulated): ANSI A250.8, 1-3/4 inches (44 mm), Level 2 Heavy Duty, Model 1, full flush design.

2.1.4. Exterior and Interior Frames: Level 2 Heavy Duty, minimum 16 gage thick material, core thickness, welded type.

2.1.5. Door Core: Steel channel grid or vertical steel stiffeners.

2.1.6. End Closure: Channel, 0.04 inch (1.2 mm) thick, flush.

2.1.7. Thermal Insulated Door: Total insulation R-Value of 7 (RSI value of 1.2), measured in accordance with ASTM C1363.

2.2. ACCESSORIES

2.2.1. Primer: ANSI A250.10 rust inhibitive epoxy polyamide type. Ensure capatibility with A60 galvanized steel.

2.3. FABRICATION - DOORS

2.3.1. Fabricate doors with hardware reinforcement welded in place.

2.3.2. Close top and bottom edge of exterior doors with inverted steel channel closure. Seal joints watertight.

2.4. FABRICATION - FRAMES

2.4.1. Masonry Frames: Fabricate frames as welded unit.

2.4.2. Fabricate frames with hardware reinforcement plates welded in place.

2.4.3. Fabricate frames to suit masonry wall coursing.

2.4.4. Fabricate loose steel stops for glazing of standard steel interior window frames. Provide oval head screws for installation of stops.

2.5. FINISH

2.5.1. Sheet Steel: Galvanized to ASTM A653/A653M A60 (ZF180).

2.5.2. Factory-Primed: Air dried primer as specified in ACCESSORIES above.

2.5.3. Field Painting: Specified in Section 09900.

PART 3 EXECUTION

3.1. COORDINATION AND EXAMINATION

3.1.1. Verify existing conditions before starting work.

3.1.2. Verify that opening sizes and tolerances are acceptable.

3.2. INSTALLATION

3.2.1. Install doors and frames in accordance with ANSI A250.8.

3.2.2. Coordinate with wall construction for anchor placement.

3.2.3. Coordinate installation of doors and frames with installation of hardware specified in Section 08710.

3.2.4. Coordinate installation of steel window frames with installation of glazing specified in Section 08800.

3.3. TOLERANCES

3.3.1. Maximum Diagonal Distortion: 1/16 inch (1.5 mm) measured with straight edge, corner to corner.

3.4. ADJUSTING

3.4.1. Adjust doors for smooth and balanced door movement.

3.5. SCHEDULES

3.5.1. Refer to Door and Window Schedules on the Drawings for scheduling information of doors and frames.

END OF SECTION

SECTION 08212

FLUSH WOOD DOORS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Flush wood doors, plastic laminate clad,fire-rated and non-rated.

1.2. RELATED WORK

1.2.1. Section 08151 – Interior Metal Door Frames: Metal door frames into which the wood doors are to be hung.

1.2.2. Section 08710 - Door Hardware: Hardware for use with the wood doors.

1.3. REFERENCES

1.3.1. Architectural Woodwork Institute: AWI – Quality Standards Illustrated.

1.3.2. National Electrical Manufacturers Association: NEMA LD 3 – High Pressure Decorative Laminate.

1.3.3. National Fire Protection Association:

1) NFPA 80 – Standard for Fire Doors, Fire Windows.
2) NFPA 252 – Standard Methods of Fire Tests of Door Assemblies.

1.3.4. Underwriters Laboratories Inc.: UL 10B – Fire Tests of Door Assemblies.

1.4. SUBMITTALS

1.4.1. Section 01001 – Basic Requirements: Submittal procedures.

1.4.2. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, factory machining criteria, and factory finishing criteria. Identify doors in relation to the door schedule on the Drawings.

1.4.3. Product Data: Submit information on door core materials and construction, and plastic laminate finish material.

1.4.4. Samples: Submit plastic laminate manufacturer's standard samples of available colors, textures, and patterns.

1.4.5. Manufacturer's Installation Instructions: Submit special installation instructions.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with AWI Quality Standard Section 1300, Custom Grade.

1.5.2. Finish doors in accordance with AWI Quality Standard Section 1500.

1.5.3. Fire Door Construction: Conform to NFPA 252 or UL 10B.

1.5.4. Installed Fire Door Assembly: Conform to NFPA 80 for fire rated class as scheduled.

1.5.5. Manufacturer Qualifications: Company specializing in manufacturing products spection in this Section with minimum five years experience.

1.6. DELIVERY, STORAGE, AND HANDLING

1.6.1. Section 01001 – Basic Requirements: Product storage and handling requirements.

1.6.2. Package, deliver and store doors in accordance with AWI Section 1300.

1.7. COORDINATION

1.7.1. Coordinate the work of this Section with door opening construction, door frame and door hardware installation.

1.8. WARRANTY

1.8.1. Furnish manufacturer's "Life of Installation" warranty for interior doors.

1.8.2. Include coverage for delamination of facing, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.1. FLUSH WOOD DOORS

2.1.1. Product Description: Solid core wood doors; plastic laminate facing and edging material; fire rated and non-rated types; flush design wood doors.

2.1.1.1 Flush Interior Solid Core Doors: 1-3/4 inches (44 mm) thick; solid core, seven ply construction, and fire rated as scheduled on the Drawings.

2.2. COMPONENTS

2.2.1. Solid Core, Non-Rated: AWI Section 1300, Type SCL Structural Composite Lumber.

2.2.2. Solid Core, Fire Rated: AWI Section 1300, Type FD 1/3.

2.2.3. Plastic Laminate Facing and Edging: NEMA LD-3, General Purpose and Fire Rated Types, minimum of 0.050 inch (1.3 mm) thick, in color and finish as selected.

2.2.4. Cross Banding Behind Laminate Finish: Two ply; manufacturer's standard construction.

2.2.5. Facing Adhesive: Type I, waterproof.

2.3. FABRICATION

2.3.1. Fabricate non-rated doors in accordance with the requirements of AWI Quality Standards Illustrated.

2.3.2. Fabricate fire-rated doors in accordance with AWI Quality Standards Illustrated and to UL requirements. Attach fire rating label to door.

2.3.3. Fabricate doors with hardware reinforcement blocking in place at lock edge and top of door for closer.

2.3.4. Vertical Exposed Edge of Stiles: Plastic laminate same as door facing. Fit edge cladding to door before applying facing.

2.3.5. Factory pre-fit doors for frame opening dimensions identified on shop drawings. Factory machine doors for finish hardware. Provide the door manufacturer with neccessary hardware samples, templates, and frame and hardware schedules required to coordinate the work.

2.3.6. Provide edge clearances in accordance with AWI 1300.

2.4. SHOP FINISH

2.4.1. Finish work in accordance with AWI – Section 1500 Factory Finishing, Custom Quality; plastic laminate cladding with plastic laminate vertical edges; plastic laminate color and texture as selected by the Architect/Engineer.

2.4.2. Seal door top and bottom edges with color sealer to match door facing color.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Section 01001 – Basic Requirements: Coordination and project conditions.

3.1.2. Verify that opening sizes and tolerances are acceptable.

3.1.3. Do not install doors in frame openings that are not plumb or are out of tolerance for size and alignment. Ensure that descrepencies are corrected.

3.2. INSTALLATION

3.2.1. Install fire-rated doors in accordance with manufacturer's instructions and AWI Quality Standards Illustrated, NFPA 80, and to requirements for fire rating label by UL.

3.2.2. Install non-fire-rated doors in accordance with manufacturer's instructions and AWI Quality Standards Illustrated requirements, whichever are the most strict.

3.2.2. Coordinate installation of doors with installation of frames specified in Section 08115 and hardware specified in Section 08710.

3.2.3. Adjust door for smooth and balanced door movement, and adjust closer for full closure.

3.3. INSTALLATION TOLERANCES

3.3.1. Conform to AWI requirements for fit and clearance tolerances and maximum diagonal distortion.

END OF SECTION

SECTION 08520

ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Section includes aluminum windows.

1.2 SYSTEM DESCRIPTION

1.1.1. Aluminum Windows: Factory fabricated, factory finished, related flashings, anchors and attachment devices, trim, and sills.

1.1.2. Configuration: Conform with ANSI 101 Designations for windows required for Project; F-fixed non-operable, sash.

1.1.3. System Design: Design and size components to withstand dead loads and live loads caused by positive and negative wind loads acting normal to plane of wall as calculated in accordance with applicable code and as calculated in accordance with ASCE 7-05 to design pressure of 120 lb/sq ft (5.76 kPa) and as tested in accordance with ASTM E330 without glass breakage or permanent damage.

1.1.4. Wind-Borne Debris Loads: Design and size glass to withstand the following loads:

1.1.4.1. Glass Within 30 feet (9.144 m) of Grade: ASTM E1886 and ASTM E1996; large missile impact test.

1.1.5. Air Infiltration: Limit air leakage through assembly to 0.1 cfm/sq ft (1.7 cubic meters/hour/sq m) of wall area, measured at reference differential pressure across assembly of 6.24 psf (300 Pa) when tested in accordance with ASTM E283.

1.1.6. Water Leakage: None, when measured in accordance with AAMA/WDMA 101/I.S.2, ASTM E331 and ASTM E547 with test pressure difference of 20 percent of design pressure, with minimum differential of 2.86 lbf/sq ft (136.85 N/sq m) and maximum of 12.00 lbf/sq ft (574.2 N/sq m).

1.1.7. Condensation Resistance Factor (CRF): Not less than 64 frame and 56 glass when unit is tested in accordance with AAMA 1503-98.

1.1.8. Thermal Transmission Test (Conductive U-Value): U-Value not greater than 0.02 BTU/hr/sq ft/F when unit is tested in accordance with AAMA 1503-98.

1.1.9. System Internal Drainage: Drain water entering framing system to exterior.

1.2. SUBMITTALS

1.2.1. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work; and installation requirements.

1.2.2. Product Data: Provide component dimensions, anchorage and fasteners, finish samples, test reports and warranties.

1.3. QUALITY ASSURANCE

1.3.1. Manufacturer and Installer: Company specializing in manufacturing commercial window units with minimum three years experience.

1.3.2. Perform Work in accordance with the following:

1.3.2.1. Aluminum Windows: Fabricate and label window assemblies in accordance with AAMA 101 for types of windows specified.

1.4. WARRANTY

1.4.1. Manufacturer's Warranties:

1.4.1.1. Windows: Furnish warranty against any defect in material and workmanship under normal use and service of windows for a period on one year from date of delivery.

1.4.1.2. Factory Finishes: Furnish five-year warranty.

1.4.1.3. Glass: Furnish five-year manufacturer warranty for insulated glass units as specified in Section 08800.

PART 2 PRODUCTS

2.1. ALUMINUM WINDOWS

2.1.1. Manufacturer and Model: Peerless Products, Inc., P. O. Box 431, Fort Scott, KS 66701, telephone 866-420-4000; Model 4175 Thermal F-AW80 Fixed, 4-inch frame depth with wall fin for metal stud walls, and Model 4170 Thermal F-AW80 Thermal, 4-inch frame depth without wall fin for concrete masonry openings.

2.1.2. Other Acceptable Manufacturers: Window units of the following manufacturers are acceptable when respective unit is equivalent to the above specified unit:

1) The Baut Studios-Aluminum Windows
2) Custom Window Co.-Aluminum Windows
3) Desco Windows-Aluminum Windows
4) EFCO Corp.-Aluminum Windows
5) IBP Grid Systems, Inc.-Aluminum Windows
6) Kawneer Co. Inc.-Aluminum Windows

7) St. Cloud Windows Inc.-Aluminum Windows
8) Traco-Aluminum Windows
9) Wausau Metals-Aluminum Windows
10) YKK AP America, Inc.-Aluminum Windows
11) Substitutions: Permitted according to procedure specified in Section 01001.

2.1.3. Product Description:

2.1.3.1. Windows: Fixed, non-operable lights.

2.1.3.2. Frame: Thermally broken with interior portion of frame insulated from exterior portion glass stops of snap-on or screw fastened type.

2.2. COMPONENTS

2.2.1. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063-T5 or T6 alloy, tempered.

2.2.2. Fasteners: Aluminum, non-magnetic stainless steel or other material warranted by the manufacturer to be non-corrosive and compatible with aluminum window members, trim, anchors, and other components of the window units.

2.2.3. Thermal Barrier:

2.2.3.1. Separate exterior aluminum from interior aluminum of frames by an integrally concealed, low-conductance structural thermal barrier in a manner than eliminates direct metal-to-metal contact with a de-bridge space of not less than 3/16 inch.

2.2.3.2. Thermal Barrier Material: Poured-in-place two-part polyurethane of a type used in similar units for not less than two years and tested to demonstrate resistance to thermal conductance and condensation and having adequate strength and security of glass retention.

2.2.4. Glazing Beads: Extruded aluminum having sufficient strength to retain the glass based on performance requirements.

2.2.5. Glass and Glazing Materials: Specified in Section 08800.

2.2.6. Bituminous Paint: Asphaltic coating.

2.2.7. Anchor Devices: Non-corroding.

2.2.8. Sealant and Backing Materials: Specified in Section 07900.

2.3. FABRICATION

2.3.1. Fabricate framing, mullions and sash members with reinforced corners and joints. Supplement frame with internal reinforcement where required for structural rigidity.

2.3.2. Fabricate for re-glazing without having to dismantle the master frame.

2.3.3. Frame Wall Thickness: Minimum 0.062 inch (1.57 mm).

2.3.4. Frame Depth: Minimum 4 inches (102 mm).

2.3.5. Permit internal drainage weep holes and channels to encourage moisture migration to exterior.

2.3.6. Form glass stops, exterior sills, closures, weather stops, and flashings of same material as window frame.

2.3.7. Apply asphaltic paint to concealed metal surfaces in contact with cementitious surfaces or dissimilar metals.

2.4. TRIM AND SILLS

2.4.1. Material: Extruded aluminum finished to match window units.

2.4.2. Provide trim and sills pieces of types and sizes as manufactured by Peerless Products, Inc., Kawneer, and/or Alcoa as indicated on the Drawings

2.4.3. Receptors: Provide extruded aluminum two-piece aluminum receptor system for window units in masonry openings, such as Peerless No. 4110.

2.5. SHOP FINISHING

2.5.1. Exterior and Interior Surfaces: Finish exposed areas of aluminum windows and components with electrolytically deposited anodic coating in accordance with Aluminum Association Designation AA-M10-C22-A41 or A31, Clear Anodized Class I or II, AAMA Specification 611-98.

2.5.2. Concealed Steel Items (if any): Galvanize to 2.0 oz/sq ft (610 g/sq m).

2.5.3. Apply bituminous paint to concealed aluminum surfaces in contact with cementitious or dissimilar materials.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify rough openings are correctly sized and located.

3.2. PREPARATION

3.2.1. Prepare opening to permit correct installation of frame and achieve continuity of air and vapor retarder seal.

3.3. INSTALLATION

3.3.1. Install window units and accessories in accordance with manufacturer's instructions.

3.3.2. Use anchorage devices to securely attach frames to wall framing separating aluminum from dissimilar metals and other corrodible surfaces.

3.3.3. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

3.3.4. Coordinate attachment and seal of air and vapor retarder materials. Fully apply spray foam-type insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

3.3.5. In masonry openings, install two-piece receptors at head and jambs to receive window unit.

3.3.6. Install perimeter trim, window sills, and aprons as indicated. Conceal fasteners to the extent possible.

3.3.7. Coordinate installation of perimeter sealants and backing materials with Section 07900.

3.4. FIELD QUALITY CONTROL

3.4.1. Inspection will monitor quality of installation and glazing.

3.4.2. Test to AAMA 501, ASTM E1105 or AAMA 503, as applicable.

3.5. CLEANING AND PROTECTION

3.5.1. After installation, inspect window units, adjust, and promptly clean to prevent damage to finish and glazing.

3.5.2. Remove excess sealant, labels, dirt and other substances.

3.5.3. Initiate protection and other precautions required to ensure that units will be without damage and deterioration until time of acceptance by Owner.

3.6. SCHEDULES

3.6.1. Refer to Window Schedules on the Drawings.

END OF SECTION

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SECTION 08710

DOOR HARDWARE

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Hardware for wood, aluminum and hollow steel doors.

1.1.2. Thresholds and weatherstripping

1.2. RELATED SECTIONS

1.2.1. Section 06410 - Custom Casework: Cabinet hardware.

1.2.2. Section 08110 – Standard Steel Doors and Frames: Standard steel doors and frames requiring templates for frame preparation.

1.2.5. Section 08120 – Exterior Aluminum Doors and Frames: Exterior aluminum-framed doors and frames.

1.2.3. Section 08151 – Interior Aluminum Door Frames: Aluminum frames requiring templates for frame preparation.

1.2.4. Section 08212 - Flush Wood Doors: Pre-machined wood doors and execution requirements for templates for door preparation.

1.3. SUBMITTALS

1.3.1. Shop Drawings and Product Data: Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, templates, and connection requirements.

1.3.2. Operating and Maintenance Instructions: Include data on operating hardware, lubrication requirements, parts lists, and inspection procedures related to preventative maintenance.

1.4. QUALITY ASSURANCE

1.4.1. Perform Work in accordance with ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People, Texas Accessibility Standards, and Americans with Disabilities Act.

1.4.2. Hardware Supplier: Company specializing in supplying commercial door hardware with minimum of five years experience and approved by manufacturer.

1.4.3. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant or other qualified person to assist in the work of this Section.

1.4.3. Hardware Installer Personnel: Employ qualified persons trained and experienced in the installation of door hardware of the types specified herein. At the Contractors option, hardware for aluminum doors specified in Section 08120 may be installed at door manufacturer's factory.

1.5. COORDINATION

1.5.1. Coordinate work of this Section with other directly affected sections requiring integral reinforcement for door hardware.

1.5.2. Provide templates to those providing work in other sections so that they can prepare their products to receive the hardware specified herein.

1.5.3. Coordinate the Owner's keying requirements during the course of the Work.

1.6. DELIVERY, STORAGE, AND HANDLING

1.6.1. Package hardware items individually. Label and identify package with door opening code to match schedule.

1.6.2. Deliver keys to Owner by security shipment direct from hardware supplier.

1.7. MAINTENANCE

1.7.1. Provide special wrenches and tools applicable to each different or special hardware component.

PART 2 PRODUCTS

2.1. MANUFACTURERS

2.1.1. For each of the required items of finish hardware, provide items from the specified manufacturer or from one of the indicated acceptable substitutes:

Items	Manufacturer	Acceptable Substitute
Butts	Stanley	Hager, McKinney or Soss
Locks	Corbin Russwin	Owner's preference
Closers	Corbin Russwin	Norton
Exit Devices	Corbin Russwin	Dor-O-Matic, Adams Rite or Von Duprin
Stops & Holders	Ives	Trimco or Glenn Johnson
Door Bottoms	Reese	National Guard, Pemko or Zero
Thresholds	Zero	National Guard, Pemko or Reese
Weatherstripping	Zero	National Guard, Pemko or Reese

2.1.2. Where possible, use products of same manufacture for each type of item. Coordinate with the products and work specified in Sections 08110, 08151, 08212, and 08410.

2.2. KEYING

2.2.1. Door Locks: Grand master keyed. Obtain keying information from Owner with tenant approval.

2.2.2. Supply three keys for each lock, and supply three master keys and three grand master keys.

2.3. FINISHES

2.3.1. Finishes are identified by BHMA number or manufacturer's identification symbol in Schedule at end of this Section.

2.4. ALUMINUM RAIN DRIP

2.4.1. Zero No. 11 extruded aluminum watershed; provide stainless steel fasteners.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify that doors and frames are ready to receive work and dimensions are as indicated.

3.2. INSTALLATION

3.2.1. Install hardware in accordance with manufacturer's instructions.

3.2.2. Use templates provided by hardware item manufacturer.

3.2.3. Mounting heights for hardware from finished floor to center line of hardware item, as applicable refer to:

1) Sections 08121 and 08212.
2) DHI WDMS 3.
3) DHI A115 Series.
4) Texas Accessibility Standard (TAS): When a conflict arises between the TAS and other references, the TAS shall govern.

3.2.4. Installation of Aluminum Rain Drips: Install above all doors and others openings where indicated on the Drawings using stainless steel fasteners appropriate to the substrate and spaced as recommended by the drip manufacturer. Set rain drips to substrate in a full bed of sealant.

3.3. FIELD QUALITY CONTROL

3.3.1. Provide certification from Architectural Hardware Consultant that consultant has inspected the installation and certifies that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.4. ADJUSTING

3.4.1. Adjust hardware for smooth operation.

3.5. PROTECTION OF FINISHED WORK

3.5.1. Do not permit adjacent work to damage hardware or finish.

3.6. SCHEDULE

3.6.1. General: An hardware set type designates items required for either a single door or a pair of doors, as the case may be, and the respective manufacturer's catalog number and finish for each item. Refer to each building's respective Door Schedule on the Drawingsfor door and frame types. Refer to each building's Floor Plan on the Drawings for door locations, door swings, and wall types.

3.6.2. Administration Building Hardware Sets:

3.6.2.1. Exterior Doors:

Set No. AE-1: All pairs of Doors to have: Interior pairs, no sweeps or weatherstripping

3 Pair Butts	FBB 191 4.5 x 4.5 NRP 630
Set of Exist Devices,	ED8400 x ED8200 x S01 630
Vertical Rod x Rim	N157 x N150 Levers 630
2 Each Closers	DC 3210-SBL
2 Each Floor Stops/Holders	FS446, FS450 630
1 Each Threshold	566A x 72"
2 Each Door Bottom Sweeps	345AV x 36"
Weatherstripping	Provided in Section 08120

Set No. AE-2: All exterior single doors to have:

1-1/2 Pair Butts	FBB 191 4.5 x 4.5 NRP 630
1 Each Exit Device	ED8200 x N157 US 630
1 Each Rim Cylinder	3010 x 200 x L4 US 630
1 Each Closer	DC 3210-SBL
1 Each Floor Stop/Holder	FS446, FS450 630
1 Each Threshold	566A x 36"
1 Each Door Bottom Sweep	345AV x 36"
Weatherstripping	Provided in Section 08120

3.6.2.2. Interior Doors:

Set No. AI-1: All single interior classroom doors to have:

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Each Lockset	CL3261NSD 626 (F82)
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

Set No. AI-2: Toilets to have:

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Set Push/Pull	8103-0 x 8200 630
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

Set No. AI-3: Custodial room to have:

1-1/2 Pair Butts	FBB 179 4.5 x 4.5 626
1 Each Privacy Set	CL3257NSD 626 (F86)
1 Each Closer	DC 3210-SBL
1 Each Wall Stop	407-1/2 626

END OF SECTION

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SECTION 08800

GLAZING

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Glass and glazing for sections referencing this Section for Products and installation.

1.2. RELATED WORK

1.2.1. Section 08110 – Standard Steel Doors and Frames: Standard steel window frames to receive glazing

1.2.2. Section 08410 – Exterior Aluminum Doors and Frames: Aluminum doors to receive glazed lights.

1.2.3. Section 08520 - Aluminum Windows: Aluminum windows to receive glazing.

1.3. SYSTEM DESCRIPTION

1.3.1. Glass and glazing materials of this section shall provide continuity of building enclosure air barrier and vapor retarder.

1.3.2. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass. For exterior glazing, use a design wind velocity of 110 mph (3-second gusts) in compliance with ASCE-7-05.

1.4. SUBMITTALS

1.4.1. Product Data on Glass Types Specified: Provide physical and environmental characteristics, size limitations, and special installation requirements.

1.4.2. Product Data on Glazing Compounds: Provide chemical characteristics, limitations, special application requirements. Identify available colors.

1.5. QUALITY ASSURANCE

1.5.1. Perform Work in accordance with GANA Glazing Manual, FGMA Sealant Manual, SIGMA, and GANA Laminated Glazing Reference Manual, for glazing installation methods.

1.5.2. Conform to ANSI Z97.1 for safety glazing.

1.6. WARRANTY

1.6.1. Provide five-year warranty under provisions of Section 01001 including coverage for failure in materials and workmanship and leaks exceeding the limits set forth in the System Description article of Sections 08410 and 08520.

1.6.2. Provide five-year warranty under provisions of Section 01001 including coverage for sealed glass units from seal failure, interpane dusting, misting, and replacement of defective glass.

1.6.3. Provide five-year warranty under provisions of Section 01001 including coverage for delamination of laminated glass and replacement of defective glass.

PART 2 PRODUCTS

2.1. FLOAT GLASS MATERIALS

2.1.1. Clear Heat Strengthened Glass (Type FG-CH): ASTM C1048, Kind HS heat strengthened, Condition A uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing sheet.

2.1.2. Tinted Heat Strengthened Glass (Type FG-TH): ASTM C1048, Kind HS heat strengthened, Condition A uncoated, Type 1 transparent flat, Class 3 tinted light reducing, Quality q3 glazing sheet. Performance data based on 1/8-inch thick layer for laminated glass:

1) Tint: Gray
2) Visible Light Transmittance: 69 percent.
3) Shading Coefficient: 0.86
4) Direct Solar Energy Transmission: 67 percent.

2.1.3. Safety Glazing (Type SG): Conform to ANSI Z97.1, minimum thickness 1/4 inch (6 mm).

2.1.3.1. Tinted Laminated Glass (Type SG-TL-1): Kind LHS, tinted/clear heat strengthened glass with plastic interlayer.

1) Outerlayer: Kind HS, tinted heat strengthened glass (Type FG-TH).
2) Interlayer: Polyvinyl butyral.
3) Innerlayer: Kind HS, clear heat strengthened glass (Type FG-CH).

2.2. FLOAT GLASS PRODUCTS

2.2.1. Float Glass Manufacturers:

1) ACH Glass Operations
2) AFG Industries, Inc.
3) Guardian Industries Corp.
4) PPG Industries
5) Pilkington North America, Inc.

2.2.2. Clear Glass (FG-CH): Heat strengthened float glass as specified' Class 1 clear, minimum 1/4 inch (6 mm) thick, except 1/8 inch (3 mm) for use in laminated glass.

2.2.3. Tinted Glass (FG-TH): Heat strengthened float glass as specified' Class 2 tinted gray, minimum 1/4 inch (6 mm) thick.

2.2.3. Low E Glass (FG-ETH): Heat strengthened float glass as specified' Class 2 tinted gray, minimum 1/4 inch (6 mm) thick, except 1/8 inch (3 mm) for use in laminated glass.

2.3. LAMINATED GLASS PRODUCTS

2.3.1. Laminated Glass Manufacturers:

1) ACH Glass Operations
2) AFG Industries, Inc.
3) Guardian Industries Corp.
4) Oldcastle Industries Corp.
5) Viracon

2.3.2. Laminated Glass: ASTM C1172 with plastic interlayer.

2.3.2.1. Clear Laminated Glass (LG-CH): Clear heat strengthened glass as specified, 1/4 inch thick with minimum 0.030 inch thick plastic interlayer.

2.3.2.2. Tinted Laminated Low E Glass (LG-ETH): Gray tinted heat strengthened glass as specified, 1/4 inch thick with minimum 0.030 inch thick plastic interlayer.

2.3.2.3. Safety Glass: Conform to CPSC 16 CFR 1201, Category I or II as applicable.

2.4. FIRE RESISTIVE GLASS PRODUCTS

2.4.1. Fire Resistive Glass Manufacturers:

1) Pilkington
2) Technical Glass Products
3) SAFTI First
4) Vetrotech Saint-Gobain North American, Inc.

2.4.2. Clear Fire Resistive Film-Faced Ceramic Glass (FRG-FC): Clear, transparent polished both surfaces, faced one side with clear plastic glazing film, 3/16 inch (5 mm) thick.

2.4.3. Clear Fire Resistive Gel-Filled Ceramic Glass (FRG-GC): Clear tempered fire resistive safety glazing fabricated from two lites of tempered glass as specified, gel filled and sealed, manufacturer's standard thickness for applications indicated.

2.4.4. Fire Rating: 60 minute rating as listed in UL Building Materials Directory and approved by authority having jurisdictions for applications indicated.

2.4.5. Safety Glazing: Comply with CPSC 16 CFR 1201, Category II.

2.5. INSULATING GLASS PRODUCTS

2.5.1. Insulating Glass Manufacturers:

1) PAFG Industries, Inc.
2) Arch Aluminum and Glass
3) Guardian Industries Corp.
4) Oldcastle Industries Corp.

5) PPG Industries
6) Viracon

2.5.2. Insulating Glass: ASTM E2190 certified by Insulating Glass Certification Council; with glass elastomer or silicone sealer edge seal; purge interpane space with dry hermetic air.

2.5.2.1. . Outer Pane: Gray tinted Low E laminated Type LG-ETH, minimum 1/4 inch (6 mm) thick.

2.5.2.2. Inner Pane: Clear laminated Type LG-CH, minimum 1/4 inch (6 mm) thick.

2.5.2.3. Total Unit Thickness: One inch (25 mm).

2.5.2.4. Insulating Glass Unit Edge Seal Construction: Stainless steel, thermally broken, bent and spot welded.

2.6. GLAZING SEALANTS

2.6.1. Elastomeric Glazing Tapes: Materials compatible with adjacent materials including glass, laminated glass core, insulating glass seals, and glazing channels.

2.6.1.1. Silicone Glazing Sealant: ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; chemical curing; capable of water immersion with loss of properties; non-bleeding, non-staining, cured Shore A hardness of 15 to 25, black color

2.6.2. Dense Gaskets: Resilient extruded shape to suit glazing channel retaining slot; black color; neoprene per ASTM C664, EPDM per ASTM C864, or Silicone per ASTM C1115.

2.6.3. Soft Gaskets: ASTM C509, resilient extruded shape to suit glazing channel retaining slot; black color; neoprene, EPDM, or Silicone.

2.6.4. Pre-Formed Glazing Tape: Preformed butyl compound with integral resilient tube spacing device, sized to suit application, 10 to 15 Shore A durometer hardness, black color.

2.7. GLAZING ACCESSORIES

2.7.1. Setting Blocks: Neoprene; 80 to 90 Shore A Durometer hardness.

2.7.2. Spacer Shims: Neoprene; 50 to 60 Shore A durometer hardness, self adhesive on one face.

2.7.3. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device.

2.7.4. Glazing Spline or Gasket: Resilient polyvinyl chloride extruded shape to suit glazing channel retaining slot; black color.

2.7.5. Fire Resistive Glazing Materials: Materials used to obtain required fire-resistant rating.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify that openings for glazing are correctly sized, within tolerance, and glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

3.1.2. Clean and prime surfaces scheduled to receive sealant.

3.2. INSTALLATION

3.2.1. Perform installation in accordance with GANA Glazing Manual. Comply with ASTM C1193 for glazing sealants and NFPA 80 for fire-rated openings.

3.2.2. Exterior Wet/Dry Method (Preformed Tape and Sealant) Installation:

3.2.2.1. Cut glazing tape to length and set against permanent stops, 3/16 inch (5 mm) below sight line. Seal corners by butting tape and dabbing with compatible butyl sealant.

3.2.2.2. Apply heel bead of butyl sealant along intersection of permanent stop with frame ensuring full perimeter seal between glass and frame to complete continuity of and vapor seal.

3.2.2.3. Place setting blocks at 1/3 points with edge block no more than 6 inches (150 mm) from corners.

3.2.2.4. Rest glazing on setting blocks and push against tape and heel bead of sealant with

3.2.2.5. Where applicable, installed removable stops with spacer strops inserted between glazing and applied stops, 1/4 inch (6 mm) below sight line. Place glazing tape on glazing panel/4 inch (6 mm) below sight line.

3.2.2.6. Fill gap between glazing and stop with elastomeric glazing sealant to depth equal to bit of frame on glazing, but not more than 3/8 inch (9 mm) below sight line.

3.2.2.7. Apply cap bead of elastomeric glazing sealant along void between stop and glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.2.3. Interior Butt Glazed Method (Sealant Only) Installation:

3.2.3.1. Temporarily brace glass in position for duration of glazing process. Mask edges of glass at adjoining glass edges and between glass edges and framing members.

3.2.3.2. Temporarily secure small diameter non-adhering foamed rod on back side of joint.

3.2.3.3. Apply sealant to open side of joint in continuous operation; thoroughly

fill joint without displacing foam rod. Tool sealant surface smooth to concave profile.

3.2.3.4. Permit sealant to cure then remove foam backer rod. Apply sealant to opposite side, tool smooth to concave profile.

3.2.3.5. Remove masking tape.

3.3. CLEANING

3.3.1. Remove glazing materials from finish surfaces.

3.3.2. Remove labels after Work is complete.

3.3.3. Clean glass and adjacent surfaces.

3.4. SCHEDULE

3.4.1. Exterior Windows: Insulating glass units, exterior wet/dry method with silicone glazing sealant.

3.4.2. Exterior Doors: Type – LG-ETH, gray tinted/clear laminated heat strengthened glass with plastic interlayer, minimum 1/4-inch (6 mm) thick, exterior wet/dry method with silicone glazing sealant.

3.4.3. Interior Windows: Type – FRG-FC or FRG-GC, clear heat strengthened glass, minimum 3/16-inch (4.8 mm) thick, fire-resistive glazing materials.

END OF SECTION

SECTION 09260

GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Metal stud wall framing.

1.1.2. Gypsum board, metal trim, and taped and sanded joint treatment.

1.1.3. Finish: Smooth finish to receive texture and paint specified in Section 09900.

1.1.4. Exterior Gypsum Board Sheathing over cold-formed exterior wall framing specified in Section 05400.

1.2. RELATED SECTIONS

1.2.1. Section 05400 – MiscelCold-Formed Metal Framing: Exterior wall framing to receive exterior gypsum board sheathing.

1.2.2. Section 06114 – Miscellaneous Rough Carpentry: Wood blocking for support of casework, wall-mounted door stops, toilet accessories, shelving, and other wall-mounted accessories requiring solid support.

1.2.3. Section 07262 - Fluid-Applied Air and Vapor Barrier: Treatment to be applied to exterior face of gypsum board wall sheathing.

1.2.4. Section 08151 – Interior Aluminum Door Frames: Drywall type aluminum door frames.

1.2.5. Section 08305 - Access Doors and Frames: Product requirements for frames of metal access doors.

1.2.6. Section 10800 - Toilet Accessories: Product requirements for wall mounting toilet accessories.

1.3. QUALITY ASSURANCE

1.3.1. Perform Work in accordance with ASTM C840 or applicable Gypsum Association (GA) publications GA-201 - Gypsum Board for Walls and Ceilings, and GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board, and GA-600 - Fire Resistance Design Manual.

1.3.2. Conform to applicable code for fire-rated assemblies as follows:

1.3.2.1. One-Hour Fire-Rated Assembly Wall: Based on listed assembly by Underwriters Laboratories Inc. (UL) indicated on Drawings, or equivalent Factory Mutual or Gypsum Association (GA) assemblies

1.3.2.2. Firestopped Head of Fire-Rated Partitions: Listed assembly by Warnock Hersey International, Inc. (WHI) Design Nos. FT/PV 60-01 (T & F Rating of 60 minutes).

PART 2 PRODUCTS

2.1. GYPSUM BOARD SYSTEM

2.1.1. Manufacturers:

1) Domtar Gypsum, Ann Arbor, MI 48106; Gyproc Regular Gypsum Board and Gyproc Fireguard Gypsum Board.

2) Georgia-Pacific Corporation, Atlanta, GA 30303; G-P Gypsum Board and Firestop Gypsum Board, and Dens-Glass Gold.

3) Lousiana-Pacific Corporation, Portland, OR 97204-3601; Fiberbond Wallboard.

4) National Gypsum Company, Charlotte, NC 28211; Gold Bond Regular Gypsum Wallboard and Fire-Shield Wallboard.

5) Temple-Inland Forest Products Corporation, Diboll, TX 75941; Regular Gypsum Wallboard and Type X (Fire-Rated) Gypsum Wallboard.

6) United States Gypsum Company, Chicago, IL 60680-4124; Sheetrock and Firecode Sheetrock.

2.1.2. Studs and Tracks: ASTM C645; galvanized sheet steel, 25 gage thick, C shape, with serrated faces, and of sizes required in 3-5/8 inch and 6 inch depths.

2.1.3. Gypsum Board Types: 5/8 inch thick (16 mm), maximum permissible length; ends square cut, tapered edges; unless noted otherwise as follows:

2.1.3.1. Standard Type: ASTM C36.

2.1.3.2. Fire-Rated Type: ASTM C36, fire resistive, UL-rated.

2.1.3.3. Glass-Mat Gypsum Sheathing Board: ASTM C 1177, 1/2-inch thick regular type,long edge square; Dens-Glass Gold manufactured by Georgia-Pacific Corporation.

2.2. ACCESSORIES FOR INTERIOR GYPSUM BOARD

2.2.1. Corner Beads: Metal, galvanized.

2.2.2. Edge Trim: GA 201 and GA 216, Type L bead.

2.2.3. Joint Materials: ASTM C475, reinforcing tape, joint compound, adhesive, and water.

2.2.4. Fasteners: ASTM C1002 Type S12 hardened screws.

2.2.5. Tie Wire: Double strand 16 gage galvanized tie wire.

PART 3 EXECUTION

3.1. EXAMINATION AND COORDINATION

3.1.1. Verify that site conditions are ready to receive work.

3.1.2. Coordinate with the work of other pertinent sections requiring openings in gypsum board surfaces that are to receive their respective product, such as door frames, access panels, and other items.

3.1.3. When openings are to be provided as the work of another section, such as penetrations for mechanical and electrical items and devices, ensure that proper methods are used in preparing the openings by providing assistance or instruction as required.

3.2. INSTALLATION OF INTERIOR METAL STUDS

3.2.1. Install studding in accordance with ASTM C754, GA-600, and manufacturer's instructions.

3.2.2. Metal Stud Spacing: Maximum 16 inches (406 mm) on center.

3.2.3. Partition Heights: To minimum 2 inches above suspended ceilings and full height to roof construction above, as indicated. Install additional bracing for partitions not extending to roof construction. Maintain clearance under structural building members to avoid deflection transfer to studs.

3.2.4. Door Opening Framing: Install double studs at door frame jambs.

3.2.6. Blocking: Nail wood blocking to studs. Install wood blocking specified in Section 06114 for support of casework, hardware, toilet accessories, plumbing fixtures, and other wall-mounted items.

3.3. INSTALLATION OF GYPSUM BOARD

3.3.1. Install gypsum board in accordance with GA-201, GA-216 and GA-600, as applicable, and manufacturer's instructions.

3.3.2. Erect single layer standard gypsum board in economical direction with ends and edges occurring over firm bearing.

3.3.3. Erect single layer fire-rated gypsum board with ends and edges occurring over firm bearing.

3.3.4. Fasten gypsum board to furring and framing with screws.

3.3.5. Place corner beads at external corners. Use longest practical length.

3.5.6. Place edge trim where gypsum board abuts dissimilar materials and at top edges of exposed partitions not otherwise extending above ceilings. At intersections with dissimilar materials, provide reveals for sealant.

3.5.7. Install glass-mat gypsum sheathing board over exterior metal framing specified in Section 05400 using corrosive resistant fasteners in accordance with manufacturer's instructions. Coordinate with the work of interfacing trades. Joint treatment and fluid-applied air and vapor barrier to be applied over sheathing is specified in Section 07262.

3.7. JOINT TREATMENT FOR INTERIOR GYPSUM BOARD

3.7.1. General: Comply with requirements of Gypsum Assocation document GA-216 for levels of joint treatment specfied.

3.7.2. Use Level 1 finish for concealed surfaces 4 inches (100 mm) and higher above ceilings which surfaces need not be smoothed.

3.7.3. Use Level 4 finish for all exposed surfaces. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.

3.7.3.1. Feather coats onto adjoining surfaces so that camber is maximum 1/16 inch (1.6 mm).

3.8. TOLERANCES

3.8.1. Maximum Variation from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

SECTION 09300

TILE

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Ceramic tile floor and walls and ceramic tile wall base.

1.1.2. Ceramic tile shower floor and walls.

1.1.3. Liquid-applied shower pan waterproofing.

1.2. RELATED SECTION

1.2.1. Section 03300 – Cast-in-Place Concrete: Troweling of floor slab for tile application.

1.2.2. Section 04815– Single Wythe Unit Masonry: Concrete masonry walls for wall tile and wall tile base applications.

1.2.3. Section 09260 – Gyspum Board Assemblies: Gyspum board wall for wall tile and wall tile base applications.

1.3. REFERENCES

1.3.1. American National Standards Institute (ANSI):

1) ANSI A108.1 - Installation of Ceramic Tile, A collection.
2) ANSI A108.10 - Specifications for Installation of Grout in Tilework.
3) ANSI A108.4 – Installation of Ceramic Tile with Organic Adhesives or Water-Cleanable Epoxy Adhesive.
4) ANSI A108.5 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
5) ANSI A108.10 – Installation of Grout in Tile Work.
6) ANSI A108.13 – Installation of Waterproof Membranes for Thin-Set Tile and Stone.
7) ANSI A118.1 - Standard Specification for Dry-Set Portland Cement Mortar.
8) ANSI A118.4 - Latex-Portland Cement Mortar.
9) ANSI A118.6 - Ceramic Tile Grouts.
10) ANSI A118.10 – Waterproof Membranes for Thin-Set Tile and Stone.
11) ANSI A136.1 – Organic Adhesives, Type I Adhesive and Type II Adhesive.
12) ANSI A137.1 - Ceramic Tile.

1.3.2. Tile Council of America:

1) TCA - Handbook for Ceramic Tile Installation.

1.4. SUBMITTALS

1.4.1. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts, and material specifications and installation instructions for liquid-applied waterproofing membrane.

1.4.2. Samples: Submit two samples of each tile type and color illustrating color range for selection. Submit two sets of samples of grout colors for selection.

1.4.3. Maintenance Instructions: Include recommended cleaning methods, cleaning materials, and stain removal methods.

1.5. QUALITY ASSURANCE

1.5.1. Perform work in accordance with TCA *Handbook for Ceramic Tile Installation*, ANSI A108.5, and ANSI A108.10.

PART 2 PRODUCTS

2.1. TILE MATERIALS

2.1.1. Tile Manufacturers:

2.1.1.1. 2 x 2 Inch Mosaic Tile:

1) American Olean, Olean, NY 14760-0808; Style Ceramic Mosaic.
2) Dal-Tile, Dallas, TX 75217; Style Dal-Keystone Porcelain Ceramic Mosaics.
3) Summitville Tiles Inc., Summitville, OH 43962; Style Summitmates.

2.1.2. Ceramic Mosaic Floor and Wall Tile and Wall Base: ANSI A137.1; 4 ¼ x 4 ¼ and 2 x 2 x 1/4-inch size, square shape, matt surface finish, group 1 or 2 color as selected from ranges available.

2.1.3. Ceramic Mosaic Tile Trim: Match floor and wall tile for size, surface finish, color, and coved internal corner. Provide cove base, bullnose, and round-in and round-out corner tile trim at base, corners and edges.

2.2. SETTING MATERIALS

2.2.1. Thinset Mortar Materials: ANSI A118.4, Latex-Modified; portland cement, latex additive, sand, and water.

2.2.2. Organic Tile Adhesive: ANSI A136.1; use for setting wall tile to gypsum board and elsewhere as required for setting tile as specified by ANSI A108.4 over substrates

prepared accordingly; OmniGrip Maximum Strength Tile Adhesive (Type I) manufactured by Custom Building Products.

2.2.3. Portland Cement Mortar (Use for Leveling Bed and Shower Pan Topping): ANSI 108.1, mixture of portland cement and sand in proportions of 1 to 6, and water.

2.3. GROUT MATERIALS

2.3.1. Grout: ANSI A118.6, ceramic tile grout.

2.3.2. Color Admixture: Integral pigment type, color as selected; Hydroment Ceramic Tile Grouts manufactured by Bostik Construction Products, Dallas, TX 75234; S-710 Polychrome Designer Colors Sanded Joint Filler manufactured by Summitville Tiles Inc., Summitville, OH 43962; or Bonsal Standard Dense Grout Colors manufactured by W. R. Bonsal Company, Conley, GA 30027.

2.4. ACCESSORIES

2.4.1. Sealant: Mildew resistant type, and as specified in Section 07900.

2.4.2. Liquid-Applied Membrane Waterproofing: ANSI A118.10; use one of the following:

2.4.2.1. RedGard Waterproofing and Crack Prevention Membrane manufactured by Custom Building Products, telephone 800-272-8786.

2.4.2.2. Pro-Red Waterproof Membrane 963 manufactured by C-Cure, telephone 818-888-0050.

2.4.2.3. LATAPOXY 24hr HydroProofing waterprooing membrane manufactured by Laticrete International, Inc., telephone 800-243-4788.

2.4.2.4. AMV System 750 Waterprooing Membrane manufactured by AMV Industrries, Inc., telephone 818-888-0050.

2.4.3. Accessories for Use with Liquid-Applied Membrane Waterproofing:

2.4.3.1. Primer: Type recommended or provided by waterproofing material manufacturer.

2.4.3.2. Patching Compound: Type recommended or provided by waterproofing material manufacturer.

2.4.3.3. Fabric: Heavy duty, cross-stiched, polyester as recommended or provided by waterproofing material manufacturer.

2.4.3.4. Sealant: Sika Flex 1A or type recommended by waterproofing material manufacturer.

2.5. MORTAR AND GROUT MIX

2.5.1. Mix and proportion pre-mix mortar and grout materials in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Seal substrate surface cracks with filler.

3.1.2. Verify that gypsum board partitions and concrete masonry walls to receive wall tile and tile wall base are installed properly to receive the work of this Section.

3.2. INSTALLATION OF SHOWER PANS

3.2.1. Preparation and Protection:

3.2.1.1. Clean substrate of materials, including curing compounds, form release agents and retarding agents, which would impair bond of membrane to substrate. Patch cracks, voids, and spots, and grind smooth. Apply liquid membrane only after drains, drain piping, and other items have been installed.

3.2.1.2. Clean concrete substrate of dust, dirt, oil, grease and curing compounds. Ensure that concrete surface is smooth with a fine broom finish. Clean hairline cracks and rout out cracks larger than 1/16-inch wide. Seal cracks flush using a patching compound recommended by the liquid membrane manufacturer.

3.2.1.3. Ensure that concrete masonry surfaces have been sealed with an exterior type block filler as specified in Section 09900.

3.2.1.4. Immediately prior to application of membrane, clean surface to remove all residual dust.

3.2.1.5. Protect building from damage resulting from spillage, dripping and dropping of materials. Prevent materials from entering and clogging drains and water conductors. Repair and restore or replace other work that is spoiled or damaged in connection with performance of waterproofing work.

3.2.2. Installation of Waterproofing Membrane Shower Pan:

3.2.2.1. Install liquid-applied waterproofing membrane to form shower pans and wall waterproofing in accordance with ANSI A108.13 and manufacturer's written instructions. Arrange work so that the complete membrane in each separate location is applied in a continuous operation.

3.2.2.2. Install a strip of fabric not less than 6 inches wide embedded in liquid waterproofing material at shower floor slab perimeters and drains. Extend one half width of the strip up adjoining vertical surfaces and, when at a drop in the slab, out onto the higher slab elevation. Apply a second layer of fabric and liquid waterproofing at corners and areas subject to stress tucking the fabric tightly into corners and sealing with liquid waterproofing. Allow waterproofing to dry to the touch.

3.2.2.3. Precut the fabric providing an overlap of not less than 2 inches at seams and ends. Extend fabric up walls and coves. Apply a liberal coat of waterproofing, and remove all wrinkles. Apply a second coat of liquid waterproofing over the wet fabric and allow to dry. Apply a final coat of liquid waterproofing over the entire area and allow to cure.

3.2.3. Installation of Waterproofing Membrane on Shower Walls:

3.2.3.1. Repeat the above described procedure on the vertical walls surrounding the shower overlapping the dried waterproofing previously applied and turned up base of the walls. Extend waterproofing on concrete masonry shower wall to a height of not less than 84 inches above finish floor.

3.2. INSTALLATION OF TILE

3.2.1. Install tile, base, and grout in accordance with manufacturer's instructions and to TCA *Handbook for CeramicTile Installation* numbers as follows:

1) 2 x 2 Inch Mosaic Floor Tile: TCA No. F113-07.

2) 2 x 2 Inch Mosaic Wall Tile (concrete masonry substrate): TCA No. W202-07.

3) 2 x 2 Inch Mosaic Wall Tile (gypsum board substrate): TCA No. W223-07 or W243-07.

4) Tile Shower Receptors on Cement Mortar Bed: TCA No. B414-07.

5) Tile Shower Wall on Concrete Masonry Substrate: Transition from TCA No. B414-07 on floor to TCA No 202-07 on walls with flush coved tile base.

3.2.2. Provide portland cement mortar leveling bed where required to receive thinset tile. After application of shower pan waterproofing, apply portland cement mortar bed flush and level of concrete floor slab external to shower and slope mortar bed to drain at a slope of 1/4 inch per foot.

3.2.3. Set tile to pattern selected.

3.2.4. Cut and fit tile tight to penetrations. Form corners and bases neatly. Align floor, base, and wall base joints.

3.2.5. At door sills where a transition occurs in flooring type, terminate ceramic tile with bullnose trim with edge centered below the door and butt resilient floor tile into edge of bullnose.

3.2.5. Align joints in floor tile, tile base and wall tile. Terminate ceramic tile with bullnose trim where tile is discontinued on a wall surface.

3.2.6. Grout tile joints. Make joints watertight, without voids, cracks, excess mortar or excess grout.

3.2.7. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

END OF SECTION

SECTION 09511

SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Suspended metal grid ceiling system.

1.1.2. Acoustical panels.

1.2. SYSTEM DESCRIPTION

1.2.1. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.

PART 2 PRODUCTS

2.1. SUSPENSION SYSTEM

2.1.1. Manufacturer: USG Interiors, Inc.; Style, Donn DXLA.

2.1.2. Grid: ASTM C635, intermediate, non-fire rated, exposed "T" configuration; components die cut and interlocking, and with aluminum cap.

2.1.3. Accessories: Stabilizer bars, clips, splices, edge moldings, and hold down clips required for suspended grid system.

2.1.4. Grid Materials: Commercial quality cold-rolled steel with galvanized coating.

2.1.5. Grid Finish: Surfaces exposed to view, aluminum with factory-applied white baked enamel finish.

2.1.6. Support Channels and Hangers: Galvanized steel, size and type to suit application. Use minimum No. 10 gage hanger wire, soft annealed, zinc-coated finish.

2.2. ACOUSTICAL UNITS

2.2.1. Manufacturers: Armstrong World Industries, Inc.; Cortega square lay-in panels.

2.2.2. Acoustical Panels, Regular: Wet-formed mineral fiber panels conforming to the following:

1) Size: 24 x 48 inches.
2) Thickness: 5/8 inches minimum.
3) Surface Finish: Fissured.
4) Edge: Square.

PART 3 EXECUTION

3.1. EXAMINATION AND COORDINATION

3.1.1. Verify that layout of hangers will not interfere with other work.

3.1.2. Coordinate with gypsum board assembly, air ducts, diffusers and grilles, and lighting fixture work specified in Sections 09260, 15710, and 16500, respectively.

3.2. INSTALLATION - SUSPENSION SYSTEM

3.2.1. Install system in accordance with ASTM C636 and manufacturer's instructions.

3.2.2. Coordinate the location of hangers with other work. Where components prevent the regular spacing of hangers, reinforce the system to span the extra distance. Space hangers not to exceed 48 inch centers in both directions.

3.2.3. Hang system independent of walls, columns, ducts, pipes and conduit.

3.2.4. Locate system on room axis according to reflected ceiling plans on the Drawings.

3.2.5. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths.

3.3. INSTALLATION - ACOUSTICAL UNITS

3.3.1. Install acoustical units level, free from damage, twist, warp or dents.

3.3.2. Lay directional patterned units one way with pattern as indicated on the Drawings.

3.3.3. Install hold down clips to retain panels tight to grid system within 12 ft of an exterior door.

3.4. TOLERANCES

3.4.1. Variation from Flat and Level Surface: 1/8 inch in 10 feet.

END OF SECTION

SECTION 09900

PAINTS AND COATINGS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Surface preparation and field application of texture, paints and coatings.

1.2. RELATED SECTIONS

1.2.1. Section 04815 - Single-Wythe Unit Masonry: Interior exposed surfaces of concrete masonry walls requiring painting work of this Section.

1.2.2. Section 05120 – Structural Steel: Steel joists requiring painting work of this Section.

1.2.3. Section 05500 - Metal Fabrications: Shop-finished ferrous metal requiring painting work of this Section.

1.2.4. Section 08110 - Standard Steel Doors and Frames: Primed steel doors and frames requiring painting work of this Section.

1.2.5. Section 08310 - Access Doors and Frames: Primed steel access doors and frames requiring painting work of this Section.

1.2.6. Section 08333 - Overhead Coiling Doors: Primed steel coiling doors requiring painting work of this Section.

1.2.7. Section 09260 – Gypsum Board Assemblies: Gypsum board surfaces requiring painting work of this Section.

1.3. SUBMITTALS

1.3.1. Section 01001 – Basic Requirements: Submittal procedures.

1.3.2. Product Data: Provide data including Material Safety Data Sheets and manufacturer's application instructions, on all finishing products.

1.3.3. Samples: Submit two sets of samples illustrating range of colors available for each surface finishing product scheduled.

1.4. QUALIFICATIONS

1.4.1. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum of five years experience.

1.4.2. Applicator: Company specializing in performing the work of this Section with minimum of five years experience.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

1.5.2. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation requirements, drying time, cleaning requirements, color designation, and instructions for mixing and reducing.

1.5.3. Store paint materials at minimum ambient temperature of 45 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.6. ENVIRONMENTAL REQUIREMENTS

1.6.1. Apply materials in environmental conditions required by manufacturer's instructions. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

1.6.2. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

1.6.3. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Manufacturer: Paint type and quality are based on the products of:

1) Devoe & Raynolds Company, Louisville, KY 40207, unless otherwise specified.

2.1.2. Other Acceptable Manufacturers: Equivalent products of the following:

1) Pittsburgh Paints.

2) The Sherwin-Williams Company

2.1.3. Coatings: Ready-mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.

2.1.4. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, and of commercial quality.

2.2. FINISHES

2.2.1. Refer to schedule at end of section for surface finish schedule. to receive paint coating.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify that substrate conditions and surfaces are ready to receive work as instructed by the product manufacturer.

3.1.2. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions that may potentially affect proper application.

3.1.3. Test shop-applied primer for compatibility with subsequent cover materials.

3.1.4. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent for concrete unit masonry.

3.2. PREPARATION

3.2.1. Correct defects and clean surfaces which affect work of this Section.

3.2.2. Remove hardware, fittings, and other surface-mounted items prior to preparing surfaces or finishing.

3.2.3. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

3.2.4. Uncoated Ferrous Metal Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution ensuring that weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.

3.2.5. Shop-Primed Steel Surfaces: Sand and scrape to remove loose primer and rust, power tool clean, clean surfaces with solvent. Prime bare steel surfaces.

3.2.6. Steel Doors: Seal top and bottom edges with primer and paint.

3.3. APPLICATION

3.3.1. General: Apply products in accordance with manufacturer's instructions.

3.3.2. Do not apply finishes to surfaces that are not dry.

3.3.3. Apply each coat to uniform finish.

3.3.4. Apply each coat of paint slightly darker than preceding coat, unless otherwise approved.

3.3.5. Sand finishes, other than textured coatings and concrete masonry, lightly between coats to achieve required finish.

3.3.6. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.

3.3.7. Allow applied coat to dry before next coat is applied.

3.4. FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

3.4.1. None required in this Contract, except that finishes of mechanical and electrical equipment installed as part of the Work of this Contract shall have finishes repaired when damaged during the performance of the Work.

3.5. CLEANING

3.5.1. As work proceeds, promptly remove finishes where spilled, splashed, or spattered.

3.5.2. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6. SCHEDULE OF SHOP-FINISHED ITEMS FOR SITE FINISHING

3.6.1. Metal Fabrications (Section 05500): Exposed surfaces of ferrous metal cable/conduit entrance.

3.6.2. Steel Doors and Frames (Sections 08110, 08310 and 08333): Re-prime coating of all surfaces and painting of exposed surfaces of doors and door frames.

3.6.3. Galvanized Surfaces: Repair and touch-up of galvanized surfaces is specified in Section 05500.

3.7. PAINTING SCHEDULE

3.7.1. Provide the paint finishes scheduled as follows. Where minimum coverage or wet film thickness (MWF) is not specified, conform to manufacturer's instructions for exposure and condition of use.

3.7.2. Schedule - Exterior Surfaces:

3.7.2.1. Steel - Shop Primed or Galvanized, Exterior: Use for exposed surfaces of steel doors and frames and other exposed shop-primed and galvanized steel.

1) Solvent clean shop primed and galvanized surfaces; one coat of etching primer to galvanized surfaces.

2) One coat of epoxy ester metal primer; Devoe Mirrolac Cover Up Rust Penetrating Metal Primer No. 13101 (MWF 4.0 mils, MDF 2.0 mils), 379 sq ft of coverage per gallon.

3) Two coats of alkyd enamel, semi-gloss; Devoe Triple Cover Exterior Alkyd Semi-Gloss No. 502XX (MWF 3.5 mils, MDF 2.2 mils), 400 sq ft of coverage per gallon.

3.7.2.2. Concrete Masonry, Exterior: Water repellant penetrant is specified in Section 07190.

3.7.3. Schedule - Interior Surfaces:

3.7.3.1. Steel – Unprimed, Interior:

1) One coat of alkyd primer sealer; Devoe Velour Alkyd Enamel Undercoat No. 8801 (MWF 4.0 mils, MDF 2.0 mils), 400 to 500 sq ft of coverage per gallon.

2) Two coats of alkyd enamel, eggshell; Devoe Velour Alkyd Eggshell Enamel No. 23XX (MWF 3.5 mils, MDF 1.7 mils), 500 sq ft of coverage per gallon.

3.7.3.2. Steel – Primed, Interior:

1) One coat of epoxy ester metal primer; Devoe Mirrolac Cover Up Rust Penetrating Metal Primer No. 13101 (MWF 4.0 mils, MDF 2.0 mils), 379 sq ft of coverage per gallon.

2) Two coats of alkyd enamel, semi-gloss; Devoe Triple Cover Exterior Alkyd Semi-Gloss No. 502XX (MWF 3.5 mils, MDF 2.2 mils), 400 sq ft of coverage per gallon.

3.7.3.5. Concrete Masonry, Interior:

1) Fill with block filler: Devoe BLOXFIL No. 52901.

2) Two coats of interior/exterior acrylic latex semi-gloss coating; Devoe Metalclad Interior/Exterior Acrylic Latex Semi-Gloss Coating No. 417XX (MWF 4.5 mils, MDF 1.5 mils), 364 sq ft of coverage per gallon.

3.7.3.6. Concrete Masonry, Interior (use in Toilets in Maintenance Building):

1) Fill with block filler: Devoe Wonder-Pruf No.11501.

2) Two coats of water-based epoxy semi-gloss coating; Devoe Tru-Glaze-4 Water-Based Epoxy Semi-Gloss Coating No. 128XX (MWF 6.0 mils, MDF 3.0).

3.7.3.7. Gypsum Board Drywall:

1) Prime with vinyl latex primer, Devoe No. 50801.

2) Two coats of interior acrylic latex eggshell enamel; Devoe Wonder-Tones Interior Acrylic Latex Eggshell Enamel No. 34XX (MWF 4.0 mils, MDF 1.4 mils), 400 sq ft of coverage per gallon.

3.7.3.8. Wood (Use for Plywood Decks in Maintenance Building and other wood):

1) Prime with enamel undercoat, Devoe No. 51701.

2) Two coats of acrylic latex satin enamel; Devoe Porch & Floor Acrylic Latex Satin Enamel No. 78XX (MWF 4.5 mils, MDF 1.4 mils), 400 sq ft of coverage per gallon.

3.8. SCHEDULE - COLORS

3.8.1. A color schedule will be provided by the Engineer/Architect using a maximum of two colors for each type of finish coating from product manufacturer's standard color line.

END OF SECTION

SECTION 10170

PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1. SUMMARY

1.1.1. Section includes solid plastic toilet compartments and urinal screens.

1.2. SUBMITTALS

1.2.1. Shop Drawings: Indicate partition plan and elevation views, dimensions, details of wall and floor supports, and door swings.

1.2.2. Samples: Submit two samples in manufacturer's standard sample size illustrating panel finish, color, and sheen.

PART 2 PRODUCTS

2.1. TOILET COMPARTMENTS

2.1.1. Manufacturers:

1) Accurate Partitions Corp.; Model Accurate Solid Plastic, Floor Anchored / Overhead Braced.
2) Bradley; Model Bradmar Series 400, Sentinel Overhead Braced.
3) COMTEC/Capitol; Series S200 Solid Plastic, Floor-Mounted Overhead Braced.
4) General Partitions; Series 40 H.D.P., Floor Supported with Headrail.
5) Global Steel Products Corp.; Model Global Polymer, Floor Anchored / Overhead Braced..
6) Hadrian, Inc.; Solid Plastic, Headrail Braced.
7) Metpar Corp.; Solid Plastic SPR Polly, Corinthian Overhead Braced.
8) Rockville Partition, Inc.; Solid Polymer OH Series.

2.2. COMPONENTS

2.2.1. Door, Panel, Pilaster, and Urinal Screen Construction: Solid plastic of high density polyethylene resins with homogeneous color throughout and smooth, machined edges, one inch (25 mm) thick.

2.3. ACCESSORIES

2.3.1. Head Rails: Hollow chrome-plated steel, aluminum, or stainless steel tube, with cast socket wall brackets.

2.3.2. Pilaster Shoes: Formed chrome-plated steel or stainless steel. Provide adjustment for height variations with screw jack through steel saddles.

2.3.3. Internal reinforcement: Provide for attached hardware and fittings.

2.3.4. Attachments and Bolts: Steel, with heavy duty aluminum brackets.

2.3.5. Hardware:

2.3.5.1. Hinges: Pivot hinges, gravity type, adjustable; two for each door.

2.3.5.2. Latch and Keeper: Sliding type latch, door strike and keeper with rubber bumper; for each door.

2.3.5.3. Coat Hook: Cast alloy, with rubber bumper tip; mounted as directed by Engineer/Architect.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify opening dimensions and plumbing fixture and rough-in locations are as indicated on shop drawings or instructed by manufacturer.

3.1.2. Verify correct location of built-in framing, anchorage, bracing, and blocking.

3.2. INSTALLATION

3.2.1. Install partition components and urinal screen secure, plumb, and level.

3.2.2. Attached panel brackets securely using anchor devices.

3.2.3. Adjust and align door hardware so free movement is attained.

END OF SECTION

SECTION 10440

SIGNS

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Raised letter plastic signs.

1.1.2. Signs of silk screened characters on aluminum sheet.

1.2. RELATED SECTIONS

1.2.1. Section 05500 – Metal Fabrications: Pipe post to which accessible parking sign is to be attached.

1.3. SUBMITTALS

1.3.1. Manufacturer's Product Data: Submit data on raised letter room signs illustrating type, style, letter font, and colors specified; method of attachment. When colors are not specified, provide color samples for Architect's selection

1.3.2. Manufacturer's Installation Instructions: Include installation template and attachment devices.

1.4. QUALIFICATIONS

1.3.1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years experience.

1.4. REGULATORY REQUIREMENTS

1.4.1. Conform to Americans with Disability Act (ADA), Texas Accessibility Standards (TAS) of the Architectural Barriers Act - Article 9102 of Texas Civil Statutes, and ANSI A117.1 for requirements for the physically handicapped.

1.5. DELIVERY, STORAGE, AND HANDLING

1.5.1. Deliver, store, protect and handle products to site under provisions of the Contract.

1.6.2. Package signs, labeled in name groups.

1.5.3. Store adhesive attachment tape at ambient room temperatures.

1.7. ENVIRONMENTAL REQUIREMENTS

1.7.1. Do not install signs when ambient temperature is lower than recommended by manufacturer.

1.7.2. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.1. Corpus Christi Stamp Works (CCSW), Corpus Christi, TX 78401, 512/884-4801.

2.1.2. Substitutions: Comply with the requirements of the provisions of the Contract. Others manufacturers are acceptable when their equivalent products comply with the requirements of this Section. Other manufacturers include the following:

1) Andco Industries Corporation
2) Best Manufacturing Sign Systems
3) Scott Signs Systems, Inc.
4) SCS Co-Sines
5) Supersine Company

2.2. RAISED LETTER SIGNS

2.2.1. Style: CCSW VisiTouch Accent Series with raised characters and braille translations.

2.2.2. Base Material: Solid color acrylic plastic:

1) Total Thickness: 1/8 inch (3 mm).
2) Height: 8 inches (203 mm).
3) Width: 8 inches (203 mm).
4) Edges: Radiused.
5) Colors: Refer to Schedule below or as selected by Architect.

2.2.3. Raised Character Size and Style:

1) Material: Acrylic plastic, character adhered to base material:
2) Character Color: As selected by Architect.
3) Character Thickness: 1/32 inch (0.80 mm) raised from surface.
4) Character Height: 3/4 inch (19 mm).
5) Character Font: Helvetica.
6) Character Case: Upper case, unless otherwise specified.

2.2.4. Graphics:

1) Material: Acrylic plastic, graphic adhered to base material:
2) Graphic Thickness: 1/32 inch (0.80 mm) raised from surface.
3) Graphic Style: Handicapped type.

2.2.5. Braille: Grade 2 routed from laminate surface.

2.3. SILK SCREENED SIGNS

2.3.1. Sign: Letters one inch (25 mm) high silk screened onto fibrous-glass-reinforced plastic resin sheet surface:

1) Sign Color: As selected by Architect.
3) Character Color: As selected by Architect.
4) Total Thickness: 1/16 inch (1.5 mm) minimum.
5) Sign Size: Refer to Sign Schedule on Drawings.14 inches (356 mm) wide x 10 inches (254 mm) high.
6) Edges: Radiused.
7) Character Font: Helvetica, upper case.
8) Provide corner holes for attachment.

2.3.2. Attachment: Fasten "accessible parking only" and "van accessible" sign to pipe post where scheduled and indicated using self-tapping screws.

2.4. ACCESSORIES

2.4.1. Tape Adhesive: Double-sided tape, permanent adhesive.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify that substrate surfaces are ready to receive work.

3.2. INSTALLATION

3.2.1. Install in accordance with manufacturer's instructions.

3.2.2. Install signs after surfaces are finished, in locations as directed or scheduled.

3.2.3. Locate room sign level on wall surface on the hinge side of door 60 inches (1524 mm) above finish floor to centerline of sign. Locate sign so that space between door frame and closest edge of sign is between 1 and 8 inches (25 and 200 mm).

3.2.4. Locate "accessible parking and van accessible" sign on pipe post in front of the designated accessible parking spaces. Mount signs to steel pipe post using self-tapping screws. Mount sign with bottom edge of lower sign at 60 inches above pavement.

3.3. SCHEDULES

3.3.1. Raised Letter Room Signs: Individual Helvetica letters, 3/4 inch high, black color. Coordinate room names and numbers with Architect:

3.3.2. Toilet Room Door Graphics: 8-inch by 8-inch size, blue face color, international symbol of accessibility graphic image, test "WOMEN" on one sign and "MEN" on the other, and in braille on each, respectively; white text and symbol color.

3.3.3 Accessible Parking Signs: For each accessible parking space indicated on the Drawings, provide one set of each of the two signs specified above in paragraph 2.3.1. and install as specified in paragraph 3.2.4. above.

END OF SECTION

SECTION 10523

FIRE EXTINGUISHER CABINET

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Fire extinguisher cabinet. The Owner will provide portable fire extinguishers.

1.2. SUBMITTALS

1.2.1. Product Data: Submit the following:

1.2.1.1. Materials list of items proposed to be provided under this Section.

1.2.1.2. Manufacturer's specifications, catalog cuts, and other data needed to demonstrate compliance with the specified requirements.

1.2.1.3. Manufacturer's installation instructions which, when accepted by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

PART 2 PRODUCTS

2.1. FIRE EXTINGUISHER CABINETS

2.1.1. Manufacturer: Larsen's Manufacturing Company, Minneapolis, MN 55432, Telephone 800-527-7367.

2.1.2. Model: Architectural Series 2409-6R, Full Glass Design, clear laminated safety glass, with Bracket No. 862, rolled-edge semi-recessed style with 2-1/2-inch projection; inside box dimensions of 9-1/2 inches wide x 24 inches high x 6 inches deep sized to hold a 10-lb capacity portable fire extinguisher. Owner will provide portable fire extinguisher.

2.1.3. Fire Rating: Provide fire-rated cabinets located in fire-rated partitions.

2.1.4. Finish: White baked enamel finish on steel box and clear anodized aluminum finish on door and trim.

PART 3 EXECUTION

3.1. SURFACE CONDITIONS

3.1.1. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2. INSTALLATION

3.2.1. Install the work of this Section in strict accordance with the manufacturer's instructions anchoring all components firmly into position for long life under hard use in locatons indicated on the Drawings.

3.2.2. Install cabinets recessed at with a height above finish floor to comply with applicable standards or requirements of the Owner.

3.2.3. Install fire-rated cabinets in fire-rated partitions.

3.2.4. Remove and replace damaged, defective cabinets, if any.

END OF SECTION

SECTION 10800

TOILET AND BATH ACCESSORIES

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Toilet and bath accessories.

1.1.2. Grab bars.

1.2. RELATED WORK

1.2.1. Sections 04815 – Single Wythe Unit Masonry: Concrete masonry walls to receive the work of this Section.

1.2.2. Sections 06114 – Miscellaneous Rough Carpentry: Placement of concealed blocking.

1.2.3. Sections 09260 - Gypsum Board Assemblies: Metal drywall framing and gypsum board finish.

1.3. SYSTEM DESCRIPTION

1.3.1. Conform to applicable code for installing work in conformance with ANSI A117.1, the Americans with Disabilities Act, and Texas Accessiblity Standards.

1.4. SUBMITTALS

1.4.1. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

1.4.2. Supply to Owner two keys for each keyed accessory.

PART 2 PRODUCTS

2.1. MATERIALS

2.1.1. Manufacturers:

2.1.1.1. Scheduled Products are manufactured by:

Bobrick Washroom Equipment, Inc., Jackson, TN 38301.

2.1.1.2. Other Acceptable Manufacturers:

1) A&J Washroom Accessories Inc., New Windsor, NY 12553-0569.
2) American Specialties, Inc., Yonkers, NY 10701-9986.
3) Bradley Corporation, Menomonee Falls, WI 53052-0309.

4) General Accessory Manufacturing Co., Durant, OK 74701.
5) McKinney/Parker, Dallas, TX 75228-2410.

2.1.2. Sheet Steel: ASTM A366.

2.1.3. Stainless Steel Sheet: ASTM A167, Type 304.

2.1.4. Tubing: ASTM A269, stainless steel.

2.1.5. Mirror Glass : Clear tempered safety type with copper and silver coating, organic overcoating, square edges, 6 mm thick minimum, and of size required for scheduled frame.

2.1.6. Concealed Fasteners: Hot dip galvanized steel.

2.1.7. Exposed Fasteners: Stainless steel or chrome-plated steel or brass.

2.2. FABRICATION

2.2.1. Form surfaces flat without distortion. Weld and grind joints smooth.

2.2.2. Shop assemble components and package with anchors and fittings.

2.2.3. Back paint components to prevent electrolysis.

2.2.4. Provide steel anchor plates, adapters, and anchor components for installation.

2.2.5. Hot dip galvanize exposed and painted ferrous metal and concealed fastening devices.

2.3. FINISHES

2.3.1. Anchors: Galvanize to 1.25 oz/sq ft.

2.3.2. Ferrous Metals, Shop-Primed: Pretreat and clean, spray apply one coat primer and bake.

2.3.3. Chrome/Nickel Plating: ASTM B456, Type SC 2; satin finish.

2.3.4. Stainless Steel: No. 4 satin luster finish.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

3.1.1. Verify exact location of accessories for installation.

3.1.2. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements as required.

3.2. INSTALLATION

3.2.1. Install fixtures, accessories and items in accordance with manufacturers' instructions in locations and at heights as indicated on Drawings and in compliance with Tezas Accessibility Standards.

3.2.2. Install plumb and level, securely and rigidly anchored to substrate.

3.3. SCHEDULE

Item	Model No.	Finish	Location
Toilet Tissue Dispenser, Surface-Mounted	B-2740	Cast Aluminum	One per water closet
Framed Mirror with Shelf, Surface-Mounted	B-166-2436	Stainless Steel	One per lavatory
Surface-Mounted Paper Towel Dispenser	B-262	Stainless Steel	One per lavatory
Sanitary Napkin Disposal, Surface-Mounted, with Disposable Liners	B-270 270-12	Stainless Steel	One in Women's water closet
Soap Dispenser, Surface-Mounted	B-4112	Stainless Steel	One per lavatory
Grab Bars, 1-1/4 inch diameter	B-5806	Stainless Steel	One 36" long at rear of each water closet & one 42" long at side of each water closet
Coat Hook	B-771	Stainless Steel	One at 48" AFF on water Closet side of each toilet compartment door. And one at 48" AFF and one at 72" AFF adjacent to each shower as located by Eng/Architect.
Piping Protection Kit	Tru-Bro Inc. Model Lav-Guard 2	White plastic	One set at each lavatory

END OF SECTION

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SECTION 12493

HORIZONTAL LOUVER BLINDS

PART 1 GENERAL

1.1. SUMMARY

1.1.1 Section includes horizontal metal slat louver blinds and operating hardware. Provide blinds for all windows, both exterior and interior windows.

1.1.2. Related Sections:

1.1.2.1. Section 05400 – Cold-Formed Steel Framing: Wall framing backup for attachment of blinds.

1.1.2.2. Section 08110 - Standard Steel Doors and Frames: Interior steel window frames to receive blinds.

1.1.2.3. Section 08520 – Aluminum Windows: Windows to receive blinds.

1.2. SUBMITTALS

1.2.1. Shop Drawings: Indicate opening sizes, tolerances required, method of attachment, clearances, and operation.

1.2.2. Product Data: Submit data indicating physical and dimensional characteristics, operating features, and finishes.

1.2.3. Samples: Submit two samples, 12 inches (305 mm) long illustrating slat materials and finish, color, wand type and color.

1.2.4. Manufacturer's Installation Instructions: Submit special procedures, and perimeter conditions requiring special attention.

1.3. QUALIFICATIONS

1.3.1. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.4. MOCKUP

1.4.1 Construct mockup of one full size window.

1.4.2. Locate where directed by Engineer/Architect. Incorporate accepted mockup as part of Work.

1.4.3. When not accepted, remove mockup when directed by Engineer/Architect, and install replacement blind.

1.5. FIELD MEASUREMENTS

1.5.1. Verify field measurements prior to fabrication.

1.6. COORDINATION

1.6.1. Coordinate the work with window installation and placement of concealed blocking to support blinds, when required.

PART 2 PRODUCTS

2.1. HORIZONTAL LOUVER BLINDS

2.1.1. Manufacturers:

1) Bali Window Treatments
2) Graber Window Treatments
3) Hunter Douglas Window Fashion
4) Levolor Contract
5) Springs Windows Fashions
6) Window Accessory Co., Inc.
7) Substitutions: Comply with the requirements of the provisions of Section 01001.

2.2. COMPONENTS

2.2.1. Blinds: Horizontal slat louvers hung from full-width headrail with full-width bottom rail; manual control of raising and lowering by cord with full range locking; blade angle adjustable by control wand.

2.2.2. Metal Slats: Spring tempered pre-finished[aluminum; radiused slat corners, with manufacturing burrs removed.

1) Width: 1 inch (25 mm).
2) Thickness: 0.011 inch (0.28 mm).
3) Color: As selected by the Architect from manufacturer's standard colors..

2.2.3. Slat Support: Woven polypropylene cord, ladder configuration.

2.2.4. Headrail: Pre-finished, formed aluminum box, with end caps; internally fitted with hardware, pulleys, and bearings for operation; same depth as width of slats.

1) Color: Same as slats.

2.2.5. Bottom Rail: Pre-finished, formed aluminum with top side shaped to match slat curvature; with end caps.

1) Color: Same as slats.

2.2.6. Lift Cord: Braided nylon; continuous loop. Free end weighted.

1) Color: Same as selected.

2.2.7. Control Wand: Extruded solid plastic, square or round shape. Removable type. Length of window opening height less 3 inches (75 mm).

1) Color: Same as selected.

2.2.8. Headrail Attachment: Wall brackets; coordinate with Section 05400 for installation.

2.2.9. Accessory Hardware: Type recommended by blind manufacturer.

2.3. FABRICATION

2.3.1. Fabricate blinds to fit within openings with uniform edge clearance of 1/2 inch (12 mm)]

2.3.2. At openings requiring multiple blind units, fabricate separate blind assemblies with space of one inch (25 mm) between assemblies, occurring at window mullion centers.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Verify openings are ready to receive work.

3.1.2. Verify structural blocking and supports are correctly placed.

3.2. INSTALLATION

3.2.1. Install blinds.

3.2.2. Secure in place with flush countersunk fasteners.

3.2.3. Place intermediate head supports when required by blind manufacturer.

3.3. ERECTION TOLERANCES

3.3.1. Maximum Variation of Gap at Window Opening Perimeter: 1/4 inch (6 mm).

3.3.2. Maximum Offset From Level: 1/8 inch (3 mm).

3.4. ADJUSTING

3.4.1. Adjust blinds for smooth operation.

3.5. CLEANING

3.5.1. Clean blind surfaces just prior to occupancy.

3.6. SCHEDULE

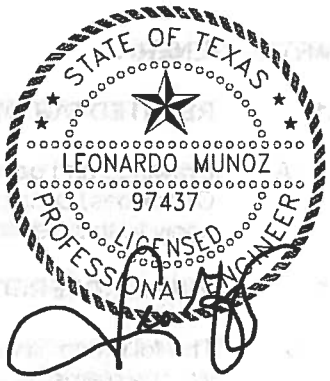
3.6.1. Main Floor Windows: Aluminum blinds sized to fit window openings.

END OF SECTION

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DIVISION 15 – MECHANICAL

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DIVISION 16 – ELECTRICAL

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16693 BRANCH CIRCUIT PANELBOARD POWER CONDITIONING SURGE PROTECTION DEVICE – 3 pages
16721 FIRE ALARM / LIFE SAFETY SYSTEMS – 9 pages
16741 TELEPHONE AND DATA COMMUNICATIONS – 1 page
16900 EQUIPMENT CONNECTIONS AND CONTROL WIRING – 2 pages

SECTION 15010
SUMMARY OF MECHANICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 15 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

B. Mechanical & Plumbing Contract Documents were prepared for the Project by:

Trinity MEP Engineering, LLC
3533 Moreland Dr. Ste. A
Weslaco, Texas 78596
Phone Number: (956) 973-0500
Contact Person: Leonardo Munoz, P.E.

C. General Scope of Work:

1. Install AC equipment and ductwork as shown on the contract documents. Refer to drawings for schedule of equipment that will be installed. After installing equipment, connect power to unit.

2. HVAC: Provide all materials and labor associated with a complete operational installation of new HVAC systems including, but not limited to:

   - DX Split Systems Units
   - Exhaust fans
   - Sheet metal, Ductwork
   - Diffusers and Grilles
   - Duct accessories, including grilles, and louvers
   - HVAC Control - Thermostats
   - Air Test and Balance

3. Plumbing: Provide all materials and labor associated with a complete operational installation of new Plumbing systems including, but not limited to:

   - Plumbing Fixtures for facility
   - Piping for Sanitary Sewer and Vent Systems
   - Piping for Domestic water and Hot Water Systems.

1.3 CONTINGENCY

1. Refer to architectural specifications for Mechanical Contingencies.

1.4 COORDINATION

A. All mechanical work shall be done under sub-contract to a General Contractor. Mechanical Contractor shall coordinate all work through General Contractor, even in areas where only mechanical work is to take place.
B. Coordination between all trades shall take place on a regular basis to avoid conflicts between disciplines and equipment clearances.
C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the new building.

D. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

E. Fully coordinate with electrical contractor for providing power to mechanical equipment.

F. Mechanical Contractor is responsible for all control wiring including thermostat(s). This includes all conduit, wire, and accessories both low voltage and source voltage for the controls' system. Mechanical Contractor will provide all the necessary actuators, relays, software, hardware, and all necessary accessories required for a fully functional controls' system.

1.5 UTILITIES

1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.

1.6 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
   1. Owner Occupancy: Allow for Owner occupancy and use by the public.
   2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
   1. Temporary fencing around construction areas.
   2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
   3. Temporary fencing around equipment while site work is in progress.

1.7 SUBMITTALS

1. To extradite the submittal process more efficiently, DO NOT piece-meal the submittals. Submit entire mechanical or plumbing in a bound enclosure. This will eliminate delays in the submittal process.

END OF SECTION

SECTION 15050
BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections.

1. Piping materials and installation instructions common to most piping systems.
2. Concrete base construction requirements.
3. Escutcheons.
4. Dielectric fittings.
5. Flexible connectors.
6. Mechanical sleeve seals.
7. Equipment nameplate data requirements.
8. Nonshrink grout for equipment installations.
9. Field-fabricated metal and wood equipment supports.
10. Installation requirements common to equipment specification sections.
11. Cutting and patching.
12. Touchup painting and finishing.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. The following are industry abbreviations for plastic materials:
1. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene propylene diene terpolymer rubber.

1.4 SUBMITTALS

A. Product Data: For dielectric fittings, flexible connectors, mechanical sleeve seals, and identification materials and devices.

B. Coordination Drawings: Detail major elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Show space requirements for installation and access. Indicate if sequence and coordination of installations are important to efficient flow of the Work. Include the following:

1. Planned piping layout, including valve and specialty locations and valve-stem movement.
2. Clearances for servicing and maintaining equipment, accessories, and specialties, including space for disassembly required for periodic maintenance.
3. Sizes and location of required concrete pads and bases.
4. Floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
5. Reflected ceiling plans to coordinate and integrate installation of air outlets and inlets, light fixtures, communication system components, sprinklers, and other ceiling-mounted items.

1.5 QUALITY ASSURANCE

A. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

B. Equipment Selection: Equipment of higher electrical characteristics, physical dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. Additional costs shall be approved in advance by appropriate Contract Modification for these increases. If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and prevent entrance of dirt, debris, and moisture.

B. Protect stored pipes, ductwork, equipment, and tubes from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, if stored inside.

C. Protect flanges, fittings, and piping specialties from moisture and dirt.

D. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.

B. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.

C. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components, as they are constructed.

D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning before closing in building.

E. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

F. Coordinate requirements for access panels and doors if mechanical items requiring access are concealed behind finished surfaces. Access panels and doors are specified in Division 8.

G. Coordinate installation of identifying devices after completing covering and painting, if devices are applied to surfaces. Install identifying devices before installing acoustical ceilings and similar concealment.

1.8 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, he may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated.

B. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments, and complete punch list items before final acceptance by the Owner.

C. The date of acceptance by the Engineer, for beneficial use by the Owner, shall be the beginning date of the warranty period.

1.9 SPACE AND EQUIPMENT ARRANGEMENT

A. The size of each item of mechanical equipment shown on the Drawings is based on the dimensions of a particular manufacturer as indicated. While other manufacturers may be acceptable, it shall be the responsibility of the Contractor to determine whether or not the equipment he proposes to furnish will fit into the space. Shop drawings shall be prepared when required by the engineer to indicate a suitable arrangement.

B. Install equipment in a manner to permit access to all surfaces. Install valves, motors, drives, lubricating devices, filters, and other accessory items in a position to allow removal for service without requiring the disassembly of another part.

C. Provide access panels acceptable to the Engineer for equipment that is concealed above ceiling space.

D. Large equipment assemblies or components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is completed. Provisions shall be implemented by the Contractor to insure that the equipment will not be damaged in any way during the associated construction procedures.

1.10 START-UP OF EQUIPMENT AND SYSTEMS

A. Whenever the manufacturer of a particular item of equipment or a particular system makes available a start-up service after completion of the installation, such manufacturer's start-up service (rendered by the manufacturer or his authorized representative) shall be provided.

B. Witnessing and explanations of start-up services shall be included as part of the "Instruction of Owner's Personnel" as specified below.

1.11 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers or technicians acceptable to the Engineer to instruct representatives of the Owner in complete and detailed operation and maintenance of each item of equipment, and each system. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include piping diagrams, valve identification charts, control and interlocking wiring diagrams, manufacturers' operation and maintenance manuals, parts lists (with sources identified), and other data as appropriate for each system, and as required elsewhere in the Specifications to be furnished to the Owner prior to final acceptance of the project.

D. Provide the Owner with three (3) complete sets of all maintenance manuals, pamphlets, brochures or instructions. This material shall be catalogued, indexed and bound into books.

1.12 ACCEPTABLE MANUFACTURERS

A. Provide equipment and materials from listed manufacturers listed within this specification. Deviations from this specification will not be acceptable. When one manufacturer is listed, alternate materials and equipment may be provided "equal to" the listed. When more than one manufacturer is listed, equipment and material must be provided by one of the listed manufacturers.

PART 2 - PRODUCTS

2.1 STANDARD PRODUCTS

A. Each item of equipment furnished under this Division of the Specifications shall be essentially the standard product of the manufacturer. Where two or more units of the same kind or class of equipment are required, these shall be the products of a single manufacturer; however, the component parts of the equipment need not be the products of one manufacturer.

B. Materials and equipment shall be of the base quality normally used in good commercial practice, and shall be the products of reputable domestic manufacturers unless otherwise

specified. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

2.2 QUALITY AND CLASSIFICATION OF MATERIALS

A. Materials and equipment shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials or equipment identical with those damaged.

B. Wherever a UL standard has been established for a particular type of material or equipment, each such material or equipment provided on this project shall meet the requirements of the UL standard in every way and shall be UL listed and labeled.

2.3 LOCAL PARTS AND SERVICE

A. Each item of equipment furnished on this project shall have local representation, factory-authorized service, and an adequate stock of repair parts. "Local" shall be defined, for this purpose, as "within 50 miles of the project site."

2.4 FLAME SPREAD PROPERTIES OF MATERIALS

A. Materials used for insulation, acoustical linings, adhesives, jackets and coatings, and combinations of these materials, shall each have a flame spread rating of 25 or less, and a smoke developed rating of 50 or less, as determined by an independent testing laboratory in accordance with NFPA-255.

2.5 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Dielectric Unions:
   a. Watts Industries, Inc.; Water Products Div.
   b. Zurn Industries, Inc.; Wilkins Div.

2. Mechanical Sleeve Seals:
   a. Calpico, Inc.
   b. Metraflex Co.
   c. Thunderline/Link-Seal.

2.6 PIPE AND PIPE FITTINGS

A. Refer to individual Division 15 piping Sections for pipe and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.7 JOINING MATERIALS

A. Refer to individual Division 15 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, unless thickness or specific material is indicated.

   a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
   b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

E. Solder Filler Metals: ASTM B 32.

1. Alloy Sn95 or Alloy Sn94: Approximately 95 percent tin and 5 percent silver, with 0.10 percent lead content.

F. Brazing Filler Metals: AWS A5.8.

1. BCuP Series: Copper-phosphorus alloys.
2. BAg1: Silver alloy.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements: Manufacturer's standard solvent cements for the following:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
2. PVC to ABS Piping Transition: ASTM D 3138.

I. Plastic Pipe Seals: ASTM F 477, elastomeric gasket.

J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon-steel bolts and nuts.

K. Couplings: Iron-body sleeve assembly, fabricated to match OD of plain-end, pressure pipes.

1. Sleeve: ASTM A 126, Class B, gray iron.
2. Followers: ASTM A 47 malleable iron or ASTM A 536 ductile iron.
3. Gaskets: Rubber.
4. Bolts and Nuts: AWWA C111.
5. Finish: Enamel paint.

2.8 DIELECTRIC FITTINGS

A. General: Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion.

B. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld-neck end types and matching piping system materials.

C. Insulating Material: Suitable for system fluid, pressure, and temperature.

D. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

2.9 MECHANICAL SLEEVE SEALS

A. Description: Modular design, with interlocking rubber links shaped to continuously fill annular space between pipe and sleeve. Include connecting bolts and pressure plates.

2.10 PIPING SPECIALTIES

A. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet Metal: 0.0239-inch minimum thickness, galvanized, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
4. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

    a. Underdeck Clamp: Clamping ring with set screws.

B. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type if required to conceal protruding fittings and sleeves.

1. ID: Closely fit around pipe, tube, and insulation of insulated piping.
2. OD: Completely cover opening.
3. Cast Brass: One piece, with set screw.

    a. Finish: Rough brass.
    b. Finish: Polished chrome-plate.

4. Cast-Iron Floor Plate: One-piece casting.

2.11 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.

1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psig, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General: Install piping as described below, unless piping Sections specify otherwise. Individual Division 15 piping Sections specify unique piping installation requirements.

B. General Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, unless deviations to layout are approved on Coordination Drawings.

C. Install piping at indicated slope.

D. Install components with pressure rating equal to or greater than system operating pressure.

E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.

F. Install piping free of sags and bends.

G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, unless otherwise indicated.

H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.

I. Install piping to allow application of insulation plus 1-inch clearance around insulation.

J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

K. Install fittings for changes in direction and branch connections.

L. Install couplings according to manufacturer's written instructions.

M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:

1. Chrome-Plated Piping: Cast brass, one piece, with set screw, and polished chrome-plated finish.
2. Uninsulated Piping Wall Escutcheons: Cast brass or stamped steel, with set screw.
3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
4. Insulated Piping: Cast brass or stamped steel; with concealed hinge, spring clips, and chrome-plated finish.
5. Piping in Utility Areas: Cast brass or stamped steel, with set-screw or spring clips.

N. Sleeves are not required for core drilled holes.

O. Install sleeves for pipes passing through concrete and masonry walls, and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

    a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Build sleeves into new walls and slabs as work progresses.
3. Install sleeves large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:Steel Pipe Sleeves: For pipes smaller than 6-inch NPS.
    b. Steel, Sheet-Metal Sleeves: For pipes 6-inch NPS and larger, penetrating gypsum-board partitions.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants. Refer to Division 7 for materials.
5. Use Type S, Grade NS, Class 25, Use O, neutral-curing silicone sealant, unless otherwise indicated.

Q. Aboveground, Exterior-Wall, Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe or pipe insulation and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches in diameter and larger.
3. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.

R. Underground, Exterior-Wall, Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.

S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping materials. Refer to Division 7 for materials.

T. Verify final equipment locations for roughing-in.

U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping specification Sections:

1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
3. Soldered Joints: Construct joints according to AWS's "Soldering Manual," Chapter "The Soldering of Pipe and Tube"; or CDA's "Copper Tube Handbook."
4. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."

5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

   a. Note internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
   b. Apply appropriate tape or thread compound to external pipe threads, unless dry seal threading is specified.
   c. Align threads at point of assembly.
   d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
   e. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

6. Welded Joints: Construct joints according to AWS D10.12, "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe," using qualified processes and welding operators according to "Quality Assurance" Article.
7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
8. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following:

   a. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
   b. PVC Nonpressure Piping: ASTM D 2855.
   c. PVC to ABS Nonpressure Transition Fittings: Procedure and solvent cement according to ASTM D 3138.

9. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657 procedures and manufacturer's written instructions.

   a. Plain-End Pipe and Fittings: Use butt fusion.
   b. Plain-End Pipe and Socket Fittings: Use socket fusion.

W. Piping Connections: Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping 2-inch NPS and smaller, adjacent to each valve and at final connection to each piece of equipment with 2-inch NPS or smaller threaded pipe connection.
2. Install flanges, in piping 2-1/2-inch NPS and larger, adjacent to flanged valves and at final connection to each piece of equipment with flanged pipe connection.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT AND MATERIAL INSTALLATION - COMMON REQUIREMENTS

A. Install equipment and material to provide maximum possible headroom, if mounting heights are not indicated.

B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Architect.

C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

D. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

E. Install equipment and ductwork giving right of way to piping installed at required slope.

F. Install flexible connectors on equipment side of shutoff valves, horizontally and parallel to equipment shafts if possible.

3.3 PAINTING AND FINISHING

A. Refer to Division 9 for paint materials, surface preparation, and application of paint.

B. Do not paint piping specialties with factory-applied finish.

C. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3000-psig, 28-day compressive-strength concrete and reinforcement or as specified in Division 3.

3.5 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.

B. Field Welding: Comply with AWS D1.1, "Structural Welding Code--Steel."

3.6 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair cut surfaces to match adjacent surfaces.

3.7 GROUTING

A. Install nonmetallic, nonshrink, grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's written instructions.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placing of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases to provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout according to manufacturer's written instructions.

END OF SECTION

SECTION 15060
HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes hangers and supports for mechanical system piping and equipment.

B. Related Sections include the following:

1. Division 5 Sections for materials for attaching hangers and supports to building structure.
2. Division 13 Sections on fire-suppression piping for fire-suppression pipe hangers.
3. Division 15 Section "Mechanical Vibration Controls and Seismic Restraints" for vibration isolation and seismic restraint devices.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for the Valve and Fittings Industry.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 PERFORMANCE REQUIREMENTS

A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

1.5 SUBMITTALS

A. Product Data: For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.

B. Shop Drawings: Signed and sealed by a qualified professional engineer for multiple piping supports and trapeze hangers. Include design calculations and indicate size and characteristics of components and fabrication details.

1.6 QUALITY ASSURANCE

A. Engineering Responsibility: Design and preparation of Shop Drawings and calculations for each multiple pipe support and trapeze by a qualified professional engineer.

1. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of hangers and supports that are similar to those indicated for this Project in material, design, and extent.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Pipe Hangers:

a. Globe Pipe Hanger Products, Inc.
b. Grinnell Corp.
c. Michigan Hanger Co., Inc.

2.2 MANUFACTURED UNITS

A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components. Refer to "Hanger and Support Applications" Article in Part 3 for where to use specific hanger and support types.

1. Galvanized, Metallic Coatings: For piping and equipment that will not have field-applied finish.
2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.

1. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.

2.3 MISCELLANEOUS MATERIALS

A. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.

B. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger requirements are specified in Sections specifying equipment and systems.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections.

C. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
2. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2.
3. Extension Hinged Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3.

D. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.

E. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

F. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
2. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
3. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
4. C-Clamps (MSS Type 23): For structural shapes.
5. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
6. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
7. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching tobottom of steel I-beams for heavy loads, with link extensions.
8. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.

G. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.

H. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification sections, install the following types:

1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
2. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).

3.2 HANGER AND SUPPORT INSTALLATION

A. Pipe Hanger and Support Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Channel Support System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled channel systems.

1. Field assemble and install according to manufacturer's written instructions.

C. Heavy-Duty Steel Trapeze Installation: Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated, heavy-duty trapezes.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D-1.1.

D. Install building attachments within concrete slabs or attach to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, and expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

E. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

F. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

G. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

H. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9, "Building Services Piping," is not exceeded.

I. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.

a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.

b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
c. Do not exceed pipe stress limits according to ASME B31.9.

2. Shield Dimensions for Pipe: Not less than the following:

a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
b. NPS 4: 12 inches long and 0.06 inch thick.
c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.

5. Pipes NPS 8 and Larger: Include wood inserts.

6. Insert Material: Length at least as long as protective shield.

3.3 EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure above or to support equipment above floor.

B. Grouting: Place grout under supports for equipment and make smooth bearing surface.

3.4 ADJUSTING

A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

END OF SECTION

SECTION 15075
MECHANICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following mechanical identification materials and their installation:

1. Equipment nameplates.
2. Equipment markers.
3. Access panel and door markers.
4. Pipe markers.
5. Duct markers.
6. Valve tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with location of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT IDENTIFICATION DEVICES

A. Equipment Nameplates: Metal, with data engraved or stamped, for permanent attachment on equipment.

1. Data:

a. Manufacturer, product name, model number, and serial number.
b. Capacity, operating and power characteristics, and essential data.
c. Labels of tested compliances.

2. Location: Accessible and visible.
3. Fasteners: As required to mount on equipment.

B. Equipment Markers: Engraved, color-coded laminated plastic. Include contact-type, permanent adhesive.

1. Terminology: Match schedules as closely as possible.
2. Data:

   a. Name and plan number.
   b. Equipment service.
   c. Design capacity.
   d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.

3. Size: 2-1/2 by 4 inches (64 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment.

4. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.

2.2 PIPING IDENTIFICATION DEVICES

A. Manufactured Pipe Markers, General: Preprinted, color-coded, with lettering indicating service, and showing direction of flow.

1. Colors: Comply with ASME A13.1, unless otherwise indicated.
2. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
3. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Full-band pipe markers extending 360 degrees around pipe at each location.
4. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Either full-band or strip-type pipe markers at least three times letter height and of length required for label.
5. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow.

B. Pretensioned Pipe Markers: Precoiled semirigid plastic formed to cover full circumference of pipe and to attach to pipe without adhesive.

C. Shaped Pipe Markers: Preformed semirigid plastic formed to partially cover circumference of pipe and to attach to pipe with mechanical fasteners that do not penetrate insulation vapor barrier.

D. Self-Adhesive Pipe Markers: Plastic with pressure-sensitive, permanent-type, self-adhesive back.

E. Plastic Tape: Continuously printed, vinyl tape at least 3 mils (0.08 mm) thick with pressure-sensitive, permanent-type, self-adhesive back.

1. Width for Markers on Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): 3/4 inch (19 mm) minimum.
2. Width for Markers on Pipes with OD, Including Insulation, 6 Inches (150 mm) or Larger: 1-1/2 inches (38 mm) minimum.

2.3 DUCT IDENTIFICATION DEVICES

A. Duct Markers: Engraved, color-coded laminated plastic. Include direction and quantity of airflow and duct service (such as supply, return, and exhaust). Include contact-type, permanent adhesive.

2.4 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) numbers, with numbering scheme [approved by Architect] <Insert other>. Provide 5/32-inch (4-mm) hole for fastener.
   1. Material: 3/32-inch- (2.4-mm-) thick laminated plastic with 2 black surfaces and white inner layer.
   2. Valve-Tag Fasteners: Brass wire-link or beaded chain; or S-hook.

PART 3 - EXECUTION

3.1 APPLICATIONS, GENERAL

A. Products specified are for applications referenced in other Division 15 Sections. If more than single-type material, device, or label is specified for listed applications, selection is Installer's option.

3.2 EQUIPMENT IDENTIFICATION

A. Install and permanently fasten equipment nameplates on each major item of mechanical equipment that does not have nameplate or has nameplate that is damaged or located where not easily visible. Locate nameplates where accessible and visible. Include nameplates for the following general categories of equipment:
   1. Pumps, compressors, chillers, condensers, and similar motor-driven units.
   2. Heat exchangers, coils, evaporators, and similar equipment.
   3. Fans, blowers, primary balancing dampers, and mixing boxes.
   4. Packaged HVAC central-station and zone-type units.

B. Install equipment markers with permanent adhesive on or near each major item of mechanical equipment. Data required for markers may be included on signs, and markers may be omitted if both are indicated.

   1. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
   2. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
   3. Locate markers where accessible and visible. Include markers for the following general categories of equipment:

      a. Main control and operating valves, including safety devices and hazardous units such as gas outlets.
      b. Fire department hose valves and hose stations.
      c. Meters, gages, thermometers, and similar units.

d. Pumps, compressors, chillers, condensers, and similar motor-driven units.
e. Heat exchangers, coils, evaporators, and similar equipment.
f. Fans, blowers, primary balancing dampers, and mixing boxes.
g. Packaged HVAC central-station and zone-type units.
h. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

C. Install equipment signs with screws or permanent adhesive on or near each major item of mechanical equipment. Locate signs where accessible and visible.

1. Identify mechanical equipment with equipment markers in the following color codes:
   a. Green: For cooling equipment and components.
   b. Yellow: For heating equipment and components.
   c. Orange: For combination cooling and heating equipment and components.
2. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
3. Data: Distinguish among multiple units, indicate operational requirements, indicate safety and emergency precautions, warn of hazards and improper operations, and identify units.
4. Include signs for the following general categories of equipment:
   a. Main control and operating valves, including safety devices.
   b. Pumps, compressors, chillers, condensers, and similar motor-driven units.
   c. Heat exchangers, coils, evaporators, and similar equipment.
   d. Fans, blowers, primary balancing dampers, and mixing boxes.
   e. Packaged HVAC central-station and zone-type units.
   f. Tanks and pressure vessels.
   g. Strainers, filters, humidifiers, water-treatment systems, and similar equipment.

D. Install access panel markers with screws on equipment access panels.

3.3 PIPING IDENTIFICATION

A. Install manufactured pipe markers indicating service on each piping system. Install with flow indication arrows showing direction of flow.

1. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Pretensioned pipe markers. Use size to ensure a tight fit.
2. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 1-1/2 inches (38 mm) wide, lapped at least 3 inches (75 mm) at both ends of pipe marker, and covering full circumference of pipe.

B. Locate pipe markers and color bands where piping is exposed in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior nonconcealed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and nonaccessible enclosures.

4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet (15 m) along each run. Reduce intervals to 25 feet (7.6 m) in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced markers.

3.4 DUCT IDENTIFICATION

A. Install duct markers with permanent adhesive on air ducts in the following color codes:

1. Green: For cold-air supply ducts.
2. Blue: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
3. ASME A13.1 Colors and Designs: For hazardous material exhaust.
4. Letter Size: Minimum 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

B. Locate markers near points where ducts enter into concealed spaces and at maximum intervals of 50 feet (15 m) in each space where ducts are exposed or concealed by removable ceiling system.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; plumbing fixture supply stops; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following:

1. Valve-Tag Size and Shape:

   a. Cold Water: 1-1/2 inches (38 mm), round.
   b. Hot Water: 1-1/2 inches (38 mm), round.
   c. Fire Protection: 2 inches (50 mm), round.

2. Valve-Tag Color:

   a. Cold Water: Green.
   b. Hot Water: Yellow.
   c. Fire Protection: Red.

3. Letter Color:

   a. Cold Water: White.
   b. Hot Water: White.
   c. Fire Protection: White.

3.6 VALVE-SCHEDULE INSTALLATION

A. Mount valve schedule on wall in accessible location in each major equipment room.

3.7 ADJUSTING

A. Relocate mechanical identification materials and devices that have become visually blocked by other work.

CLEANING

B. Clean faces of mechanical identification devices and glass frames of valve schedules.

END OF SECTION

SECTION 15081
DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

1.2 SUMMARY

A. Perform all Work required to provide and install ductwork insulation and jackets indicated by the Contract Documents with supplementary items necessary for proper installation.

1.3 REFERENCE STANDARDS

A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.

B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.

C. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the following references:

1. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
2. ASTM C168 - Terminology Relating to Thermal Insulation Materials.
3. ASTM C518 - Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
4. ASTM C553 - Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
5. ASTM C612 - Mineral Fiber Block and Board Thermal Insulation.
6. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material).
7. ASTM C1104 - Standard Test Method for Determining the Water Vapor Sorption of Unfaced Mineral Fiber Insulation.
8. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
9. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
10. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.
11. ASTM E84 - Surface Burning Characteristics of Building Materials.

12. ASTM E96 - Water Vapor Transmission of Materials.
13. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
14. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
15. NFPA 255 - Surface Burning Characteristics of Building Materials.
16. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
17. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors.
18. UL 723 - Surface Burning Characteristics of Building Materials.
19. ASTM E2336 - Standard for Grease Ducts.
20. ASTM D5590 - - Standard Test Method for Determining the Resistance of Paint Films and Related Coatings to Fungal Defacement by Accelerated Four-Week Agar Plate Assay

1.4 QUALITY ASSURANCE

A. All ductwork requiring insulation shall be insulated as specified herein and as required for a complete system. In each case, the insulation shall be equivalent to that specified and materials applied and finished as described in these Specifications.

B. All insulation, jacket, adhesives, mastics, sealers, etc., utilized in the fabrication of these systems shall meet NFPA for fire resistant ratings (maximum of 25 flame spread and 50 smoke developed ratings) and shall be approved by the insulation manufacturer for guaranteed performances when incorporated into their insulation system, unless a specific product is specified for a specific application and is stated as an exception to this requirement. Certificates to this effect shall be submitted along with Contractor's submittal data for this Section of the Specifications. No material may be used that, when tested by the ASTM E84-89 test method, is found to melt, drip or delaminate to such a degree that the continuity of the flame front is destroyed, thereby resulting in an artificially low flame spread rating.

C. Application Company Qualifications: Company performing the Work of this Section must have minimum three (3) years experience specializing in the trade.

D. All insulation shall be applied by mechanics skilled in this particular Work and regularly engaged in such occupation.

E. All insulation shall be applied in strict accordance with these Specifications and with factory printed recommendations on items not herein mentioned. Unsightly, inadequate, or sloppy Work will not be acceptable.

1.5 SUBMITTALS

A. Product Data:

1. Provide product description, list of materials, "k" value, "R" value, mean temperature range, and thickness for each service and location.

B. Record Documents:

1. Submit under provisions of Division 01.

C. Operation and Maintenance Data:

1. Samples: When requested, submit three (3) samples of any representative size illustrating each insulation type.

2. Manufacturer's Installation Instructions: Indicate procedures that ensure acceptable standards will be achieved. Submit certificates to this effect.

1.6 DELIVERY, STORAGE and HANDLING

A. Deliver, store, protect, and handle products to the Project Site under provisions of Division 01 and Division 20.

B. Deliver materials to Site in original factory packaging, labeled with manufacturer's identification including product thermal ratings and thickness.

C. Store insulation in original wrapping and protect from weather and construction traffic. Protect insulation against dirt, water, chemical, and mechanical damage.

D. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics and insulation cements.

PART 2 - PRODUCTS

2.1 GENERAL

A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

2.2 manufacturers

A. CertainTeed Corporation.

B. Johns Manville Corporation.

C. Knauf Corporation.

D. Owens-Corning.

E. Armacell North America.

F. Unifrax 1 LLC. (FyreWrap)

G. 3M Fire Protection Products (Fire Barrier Duct Wrap 615+)

2.3 INSULATION MATERIALS

A. Type D1: Flexible glass fiber; ASTM C553 and ASTM C1290; commercial grade; 'k' value of 0.25 at 75 degrees F; 1.5 lb/cu ft minimum density; 0.002 inch foil scrim kraft facing for air ducts.

B. Type D2: Rigid glass fiber; ASTM C612, Class 1; 'k' value of 0.23 at 75 degrees F; 3.0 lb/cu ft minimum density; 0.002 inch foil scrim kraft facing for air ducts.

C. Type D3: Ductliner (to be used in return air sound boots only), flexible glass fiber; ASTM C1071; Type II, 'k' value of 0.23 at 75 degrees F; 3.0 lb/cu ft minimum density; coating air side for maximum 4,000 feet per minute air velocity. The airstream surface must be protected with a durable acrylic surface coating specifically formulated to:

1. Be no more corrosive than sterile cotton when tested in accordance with the test method for corrosiveness in ASTM C665.
2. Absorb no more than 3 percent by weight when tested in accordance with the test method for moisture vapor sorption in ASTM C1104.
3. Not support the growth of fungus or bacteria, when tested in accordance with the test method for fungi resistance in ASTM C1071, ASTM C1338, ASTM G21, and ASTM G22.
4. Show no signs of warpage, cracking, delaminating, flaming, smoking, glowing, or any other visibly negative changes when tested in accordance with the test method for temperature resistance in ASTM C411.
5. Have a flame spread rating of 25 or less and a smoke developed rating of 50 or less when tested in accordance with the test method for surface burning in ASTM E 84.
6. Meet the sound absorption requirements when tested in accordance with the test method for sound absorption in ASTM C423.
7. Show no evidence of continued erosion, cracking, flaking, peeling, or delamination when tested in accordance with the test method for erosion resistance in UL181.

D. Type D4: Fire Rated Grease Duct Insulation (High Temperature Flexible Blanket); 1-1/2-inch thick refractory grade fibrous fire barrier material with minimum service temperature design of 2,000 degrees F; aluminum foil laminated on both sides; with a minimum 'k' value of 0.25 and a minimum density of 6 lbs/cu ft; containing no asbestos. Listed by a nationally recognized testing laboratory (NRTL) UL to meet ASTM E 2336, ASTM E119, and with flame spread/smoke minimum rating of 25 / 50 when tested as per ASTM E84/UL 723.

E. Type D5: Outdoor Duct Insulation (Closed Cell Flexible Elastomeric Insulation); 1 inch thick material that has a service temperature range from –60 degrees F to 180 degrees F. This outdoor duct insulation meets ASTM C 177 or C 518 and shall have minimum 'k' value of 0.27 Btu-in. / hr-ft2- degrees F at minimum density measurement of 3 lb/cu ft. The insulation and outside surface must be protected with a white Thermo Plastic Rubber Membrane formulated to:

1. Be resistant to UV, and ozone, acid rain, and physical elements produced from outdoor weather per ASTM E 96 Procedure A.
2. Have aflame spread rating of 25 or less and a smoke developed rating of 50 or less when tested in accordance with the test method for surface burning in ASTM E 84.
3. Show no evidence of continued erosion, delaminating, cracking, flaking, or peeling when tested in accordance with the test method for erosion resistance in UL181. Be resistant to mold growth resistance, ASTM G 21/C 1338 resistant to fungi, and resistant to bacteria growth per ASTM G 22.

F. Type D6: Ductliner (to be used in return air sound boots only), flexible glass fiber; ASTM C1071; Type II, 'k' value of 0.23 at 75 degrees F; 3.0 lb/cu ft minimum density; coating air side for maximum 4,000 feet per minute air velocity. The airstream surface must be protected with a durable polyacrylate copolymer emulsion specifically formulated to:

1. Not support the growth of fungus or bacteria, when tested in accordance with the test method for fungi resistance in ASTM D 5590 with "0" growth rating.

2. Act as a fungicidal protective coating: water based, VOC < 50 g/l. Fungicidal coating must be EPA registered for use in HVAC duct systems. Manufacturer: H.B. Fuller Construction Products Inc., Foster 40-20 (white) or 40-30 (black) Fungicidal Protective Coating or approved equal. Coatings may also be used to repair damage to duct liner insulation.

2.4 INSULATION ACCESSORIES

A. Adhesives: Waterproof vapor barrier type, meeting requirements of ASTM C916; Childers CP-82 or Foster 85-20.

B. Weather Barrier: Breather Mastic:, Childers CP-10/CP-11 or Foster 46-50 White..

C. Vapor Barrier Coating: Permeance - ASTM E 96, Procedure B, 0.08 perm or less at 45-mil dry film thickness, tested at 100F and 50%RH; Foster 30-65 or Childers CP-34

1. When higher humidity levels may be of concern, only specify the following fungus/mold resistant coating: Foster 30-80 AF (anti fungal). Coating must meet ASTM D 5590 with 0 growth rating**

D. Reinforcing Mesh: 10x10 or 9x8 glass mesh; Foster Mast a Fab or Childers #10

E. Jacket: Pre-sized glass cloth, minimum 7.8 oz/sq yd.

F. Type D4 Insulation Adhesive: Fire resistive to ASTM E84, Childers CP-82 or Foster 85-20.

G. Impale Anchors: Galvanized steel, 12 gage self-adhesive pad.

H. Joint Tape: Glass fiber cloth, open mesh.

I. Tie Wire and Wire Mesh: Annealed steel, 16 gage.

J. Stainless Steel Banding: 3/4-inch wide, minimum 22 gage, 304 stainless.

K. Armaflex 520, 520 BLV, or Foster 85-75 contact adhesive.

L. Armatuff 25 white seal seam tape.

PART 3 - EXECUTION

3.1 preparation

A. Verify that ductwork has been tested before applying insulation materials.

B. Verify that surfaces are clean, foreign material removed, and dry.

C. Maintain required ambient temperature during and after installation for a minimum period of 24 hours.

3.2 INSTALLATION

A. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.

B. All installation shall be in accordance with manufacturer's published recommendations.

C. Extend duct insulation without interruption through walls, floors, and similar penetrations, except where otherwise indicated.

D. Provide external insulation on all round ductwork connectors to ceiling diffusers and on top of diffusers as indicated in the Ductwork Insulation Application and Thickness Schedule and the Drawings. Secure insulation to the top of ceiling diffusers with adhesive that meets NFPA 90A and 90B 25/50 requirements, and vapor barrier or tape to match jacket. Do not insulate top of ceiling diffuser if it is used in ceiling return air plenum or in an open space with no ceiling.

E. Flexible and Rigid fiberglass insulation (Types D1 and D2) application for exterior of duct:

1. Secure insulation jacket joints with vapor barrier adhesive or tape to match jacket.

2. Install without sag on underside of ductwork. Use 4-inch wide strips of adhesive on 8-inch centers and mechanical fasteners where necessary to prevent sagging. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3. Insulate standing seams and stiffeners that protrude through the insulation with 1-1/2 inch thick, unfaced, flexible blanket insulation. Cover with reinforcing mesh and coat with vapor barrier finish coating.

4. On circumferential joints, the 2-inch flange on the facing shall be secured with 9/16 inch outward clinch steel staples on 2-inch centers, and taped with minimum 3-inch wide strip of glass fabric and finish coating.

5. Vapor seal all seams, joints, pin penetrations and other breaks with vapor barrier coating reinforced with reinforcing mesh.

F. Duct Liner (Type D3 or D6) application for interior of return air sound boots:

1. Secure insulation with 100 percent coverage of duct liner adhesive, pins and clips not more than 18 inches on center.

2. Secure bottom of duct insulation using alternate single and double clips. The first pin will secure the insulation and the second clip will be used to secure the cladding. Isolate the exterior clip from the cladding by using two 1/8 inch closed cell neoprene (Armaflex) washers on either side of the cladding. Predrill holes in cladding and avoid contact with pin during installation.

3. For round duct, secure insulation with 100 percent coverage of duct liner adhesive. Secure cladding with 3/4 inch, 0.020 inch stainless steel bands on 12-inch centers.

4. For joints and overlaps, fold cladding to form a double thickness hem 2 inches minimum. Seal with a non-shrink, non-hardening sealing compound.

5. Type D6: Provide fungicidal coating in air handlers ten feet on either side, first ten feet downstream of cooling coils, ten feet downstream of mix boxes, in mechanical rooms or as otherwise specified in potentially high humidity areas in the duct system shall be coated with an fungicidal coating; EPA registered for use in HVAC duct systems at a coverage rate of 80 ft2/gallon.

G. Insulation (Type D5) application for outdoor ducts:

1. Horizontal ductwork located outdoors shall be sloped at a minimum 2-degree angle to prevent the accumulation of water on top of the finished insulated duct. Support members that connect directly to the ductwork are to be insulated with this same material. Keep compression or sharp creases of outdoor insulation to a minimum by distributing the weight of the duct resting on horizontal duct support members.

2. Follow the insulation manufacturer's installation instructions and procedures to assure the ductwork is properly insulated and that the insulation will meet the manufacturer's warranty requirements.

H. All ductwork, accessories, and all plenums including metal and masonry construction, etc., shall be insulated as indicated on the Drawings, as specified herein and as required for a complete system. In each case, the insulation shall be equal to that specified and materials applied and finished as described in these Specifications.

I. Flexible ductwork connections to equipment shall not be insulated.

J. Where vapor barriers are required, the vapor barrier shall be on the outside. Extreme care shall be taken that the vapor barrier is unbroken. Joints, etc., shall all be sealed. Where insulation with a vapor barrier terminates, it shall be sealed off with the vapor barrier being continuous to the surface being insulated. Ends shall not be left raw.

K. Extreme care shall be taken in insulating high and medium pressure ductwork including all ductwork between the fan discharge and all mixing boxes to ensure the duct is not pierced with sheet metal screws or other fasteners. All high and medium pressure ducts in these Specifications are classified as high velocity ductwork.

L. Where canvas finish is specified use lagging adhesive/coating to prevent mildew in securing canvas. Do not use wheat paste. Use only anti fungal lagging adhesive that adheres to ASTM D 5590 with 0 growth rating. (Foster 30-60, Childers CP-137AF). In addition, cover all exterior canvas-covered insulation with a fire retardant weather barrier mastic.

M. All supply ductwork in the Project shall be insulated; all exhaust and fume hood exhaust ductwork shall not be insulated, unless used for energy recovery purposes or noted on drawings.

N. Flexible round ducts shall be factory insulated.

3.3 INSPECTION

A. Visually inspect the completed insulation installation per manufacturers recommended materials, procedures and repair or replace any improperly sealed joints.

B. Where there is evidence of vapor barrier failure or "wet" insulation after installation, the damaged insulation shall be removed, duct surface shall be cleaned and dried and new insulation shall be installed.

3.4 DUCTWORK INSULATION APPLICATION AND THICKNESS SCHEDULE

Ductwork System	Application	Insulation Type	Insulation Thickness
Supply Air (Hot, Cold, Combination)	Outside of Mechanical Rooms	D1	2"
	Inside of Mechanical Rooms	D2	2"
Return Air, Relief Air, and Exhaust Air	All	D1	1"
Outside Air	Treated and Untreated	D1	2"
Supply Air Diffusers	Top of Diffuser	D1	2"
Supply Air Duct	Outdoor Environment	D5	2"

Ductwork System	Application	Insulation Type	Insulation Thickness
Return, Exhaust Air Duct	Outdoor Environment	D5	2"
Return Air Sound Boots/Elbows	All	D3	1"

END OF SECTION

SECTION 15083
PIPE INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes preformed, rigid and flexible pipe insulation; insulating cements; field-applied jackets; accessories and attachments; and sealing compounds.

B. Related Sections include the following:
1. Division 2 for loose-fill pipe insulation in underground piping outside the building.
2. Division 7 for firestopping materials and requirements for penetrations through fire and smoke barriers.
3. Division 15 Section "Duct Insulation" for insulation for ducts and plenums.
4. Division 15 Section "Equipment Insulation" for insulation materials and application for pumps, tanks, hydronic specialties, and other equipment.
5. Division 15 Section "Hangers and Supports" for pipe insulation shields and protection saddles.

1.3 SUBMITTALS

A. Product Data: Identify thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated.

1.4 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing materials identical to those specified in this Section according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and sealer and cement material containers with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread rating of 25 or less, and smoke-developed rating of 50 or less.
2. Insulation Installed Outdoors: Flame-spread rating of 75 or less, and smoke-developed rating of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 15 Section "Hangers and Supports."

B. Coordinate clearance requirements with piping Installer for insulation application.

C. Coordinate installation and testing of steam or electric heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after testing piping systems and, where required, after installing and testing heat-trace tape. Insulation application may begin on segments of piping that have satisfactory test results.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Mineral-Fiber Insulation:
   a. CertainTeed Manson.
   b. Knauf FiberGlass GmbH.
   c. Owens-Corning Fiberglas Corp.
   d. Schuller International, Inc.

2. Cellular-Glass Insulation:
   a. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.

3. Flexible Elastomeric Thermal Insulation:
   a. Armstrong World Industries, Inc.
   b. Rubatex Corp.

2.2 INSULATION MATERIALS

A. Mineral-Fiber Insulation: Glass fibers bonded with a thermosetting resin complying with the following:

1. Preformed Pipe Insulation: Comply with ASTM C 547, Type 1, with factory-applied, all-purpose, vapor-retarder jacket.
2. Fire-Resistant Adhesive: Comply with MIL-A-3316C in the following classes and grades:

   a. Class 1, Grade A for bonding glass cloth and tape to unfaced glass-fiber insulation, for sealing edges of glass-fiber insulation, and for bonding lagging cloth to unfaced glass-fiber insulation.

   b. Class 2, Grade A for bonding glass-fiber insulation to metal surfaces.

3. Vapor-Retarder Mastics: Fire- and water-resistant, vapor-retarder mastic for indoor applications. Comply with MIL-C-19565C, Type II.
4. Mineral-Fiber Insulating Cements: Comply with ASTM C 195.
5. Expanded or Exfoliated Vermiculite Insulating Cements: Comply with ASTM C 196.
6. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.

B. Cellular-Glass Insulation: Inorganic, foamed or cellulated glass, annealed, rigid, hermetically sealed cells, incombustible.

1. Preformed Pipe Insulation, without Jacket: Comply with ASTM C 552, Type II, Class 1.
2. Preformed Pipe Insulation, with Jacket: Comply with ASTM C 552, Type II, Class 2.

C. Closed-Cell Phenolic-Foam Insulation: Preformed pipe insulation of rigid, expanded, closed-cell structure. Comply with ASTM C 1126, Type III, Grade 1.

D. Flexible Elastomeric Thermal Insulation used on Refrigerant Piping: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.

1. Adhesive: As recommended by insulation material manufacturer.
2. Ultraviolet-Protective Coating: As recommended by insulation manufacturer.

E. Prefabricated Thermal Insulating Fitting Covers: Comply with ASTM C 450 for dimensions used in preforming insulation to cover valves, elbows, tees, and flanges.

2.3 FIELD-APPLIED JACKETS

A. General: ASTM C 921, Type 1, unless otherwise indicated.

B. Foil and Paper Jacket: Laminated, glass-fiber-reinforced, flame-retardant kraft paper and aluminum foil.

C. Standard PVC Fitting Covers: Factory-fabricated fitting covers manufactured from 20-mil- (0.5-mm-) thick, high-impact, ultraviolet-resistant PVC.

1. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories for the disabled.
2. Adhesive: As recommended by insulation material manufacturer.

D. Aluminum Jacket: Factory cut and rolled to indicated sizes. Comply with ASTM B 209 (ASTM B 209M), 3003 alloy, H-14 temper.

1. Finish and Thickness: Smooth finish, 0.010 inch (0.25 mm) thick.
2. Moisture Barrier: 1-mil- (0.025-mm-) thick, heat-bonded polyethylene and kraft paper.
3. Elbows: Preformed, 45- and 90-degree, short- and long-radius elbows; same material, finish, and thickness as jacket.

E. Underground Direct-Buried Jacket: 125-mil-thick vapor barrier and waterproofing membrane consisting of a rubberized bituminous resin reinforced with a woven-glass fiber or polyester scrim and laminated aluminum foil.
1. Products:
   a. Pittsburgh Corning Corporation; Pittwrap.
   b. Polyguard; Insulrap No Torch 125.

2.4 ACCESSORIES AND ATTACHMENTS

A. Glass Cloth and Tape: Comply with MIL-C-20079H, Type I for cloth and Type II for tape. Woven glass-fiber fabrics, plain weave, presized a minimum of 8 oz./sq. yd. (270 g/sq. m).

1. Tape Width: 4 inches (100 mm).

B. Bands: 3/4 inch (19 mm) wide, in one of the following materials compatible with jacket:

1. Aluminum: 0.007 inch (0.18 mm) thick.

2.5 VAPOR RETARDERS

A. Mastics: Materials recommended by insulation material manufacturer that are compatible with insulation materials, jackets, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry pipe and fitting surfaces. Remove materials that will adversely affect insulation application.

3.3 GENERAL APPLICATION REQUIREMENTS

A. Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.

B. Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each piping system.

C. Use accessories compatible with insulation materials and suitable for the service. Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Apply insulation with longitudinal seams at top and bottom of horizontal pipe runs.

E. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

F. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.

G. Keep insulation materials dry during application and finishing.

H. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.

I. Apply insulation with the least number of joints practical.

J. Apply insulation over fittings, valves, and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated. Refer to special instructions for applying insulation over fittings, valves, and specialties.

K. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic.

1. Apply insulation continuously through hangers and around anchor attachments. Insulation around hanger or pipe clamp will not be acceptable.
2. For insulation application where vapor retarders are indicated, extend insulation on anchor legs at least 12 inches (300 mm) from point of attachment to pipe and taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.
3. Install insert materials and apply insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by the insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect the jacket from tear or puncture by the hanger, support, and shield.

L. Insulation Terminations: For insulation application where vapor retarders are indicated, taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.

M. Apply adhesives and mastics at the manufacturer's recommended coverage rate.

N. Apply insulation with integral jackets as follows:

1. Pull jacket tight and smooth.
2. Circumferential Joints: Cover with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip and spaced 4 inches (100 mm) o.c.
3. Longitudinal Seams: Overlap jacket seams at least 1-1/2 inches (40 mm). Apply insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches (100 mm) o.c.

    a. Exception: Do not staple longitudinal laps on insulation having a vapor retarder.

4. Vapor-Retarder Mastics: Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to flanges, unions, valves, and fittings.
5. At penetrations in jackets for thermometers and pressure gages, fill and seal voids with vapor-retarder mastic.

O. Roof Penetrations: Apply insulation for interior applications to a point even with top of roof flashing.

1. Seal penetrations with vapor-retarder mastic.

2. Apply insulation for exterior applications tightly joined to interior insulation ends.
3. Extend metal jacket of exterior insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
4. Seal metal jacket to roof flashing with vapor-retarder mastic.

P. Exterior Wall Penetrations: For penetrations of below-grade exterior walls, terminate insulation flush with mechanical sleeve seal. Seal terminations with vapor-retarder mastic.

Q. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and floors.

R. Fire-Rated Wall and Partition Penetrations: Apply insulation continuously through penetrations of fire-rated walls and partitions.

1. Firestopping and fire-resistive joint sealers are specified in Division 7 Section "Firestopping."

3.4 MINERAL-FIBER INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of preformed pipe insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic. Apply vapor retarder to ends of insulation at intervals of 15 to 20 feet (4.5 to 6 m) to form a vapor retarder between pipe insulation segments.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches (150 mm) o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When premolded insulation elbows and fittings are not available, apply mitered sections of pipe insulation, or glass-fiber blanket insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with standard PVC fitting covers.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded segments of cellular-glass insulation or glass-fiber blanket insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation

without disturbing insulation. For check valves, arrange insulation for access to strainer basket without disturbing insulation.

2. Apply insulation to flanges as specified for flange insulation application.
3. Use preformed standard PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
4. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.5 CELLULAR-GLASS INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of the same thickness as pipe insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturers written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of cellular-glass insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with heavy PVC fitting covers. Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded segments of cellular-glass insulation or glass-fiber blanket insulation to valve body. Arrange insulation to permit access to packing and to allow vale operation without disturbing insulation. For check valves, arrange insulation for access to stainer basket without disturbing insulation.
2. Apply insulation to flanges as specified for flange insulation application.
3. Use preformed heavy PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

4. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.6 CLOSED-CELL PHENOLIC-FOAM INSUALTION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of insulation to pipe with wire, tape, or bands without deforming insulation materials.
2. Where vapor retarders are indicated, seal longitudinal seams and end joints with vapor-retarder mastic.
3. For insulation with factory-applied jackets, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.

B. Apply insulation to flanges as follows:

1. Apply preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of the same thickness as pipe insulation.
4. Apply canvas jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch (25 mm), and seal joints with vapor-retarder mastic.

C. Apply insulation to fittings and elbows as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturers written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of phenolic-foam insulation. Secure insulation materials with wire, tape, or bands.
3. Cover fittings with heavy PVC fitting covers. Overlap PVC covers on pipe insulation jackets at least 1 inch (25 mm) at each end. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.

D. Apply insulation to valves and specialties as follows:

1. Apply premolded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When premolded sections of insulation are not available, apply mitered sections of phenolic-foam insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For check valves, arrange insulation for access to stainer basket without distributing insulation.
3. Apply insulation to flanges as specified for flange insulation application.
4. Use preformed heavy PVC fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
5. For larger sizes where PVC fitting covers are not available, seal insulation with canvas jacket and sealing compound recommended by the insulation material manufacturer.

3.7 FLEXIBLE ELASTOMERIC THERMAL INSULATION APPLICATION

A. Apply insulation to straight pipes and tubes as follows:

1. Follow manufacturer's written instructions for applying insulation.
2. Seal longitudinal seams and end joints with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

B. Apply insulation to flanges as follows:

1. Apply pipe insulation to outer diameter of pipe flange.
2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of the same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

C. Apply insulation to fittings and elbows as follows:

1. Apply mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

D. Apply insulation to valves and specialties as follows:

1. Apply preformed valve covers manufactured of the same material as pipe insulation and attached according to the manufacturer's written instructions.
2. Apply cut segments of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For check valves, fabricate removable sections of insulation arranged to allow access to stainer basket.
3. Apply insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

3.8 FIELD-APPLIED JACKET APPLICATION

A. Apply glass-cloth jacket, where indicated, directly over bare insulation or insulation with factory-applied jackets.

1. Apply jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of jacket manufacturer's recommended adhesive.
3. Completely encapsulate insulation with jacket, leaving no exposed raw insulation.

B. Foil and Paper Jackets: Apply foil and paper jackets where indicated.

1. Draw jacket material smooth and tight.
2. Apply lap or joint strips with the same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.

4. Apply jackets with 1-1/2-inch (40-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-retarder mastic.

C. Apply metal jacket where indicated, with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.9 PIPING SYSTEM APPLICATIONS

A. Insulation materials and thicknesses are specified in schedules at the end of this Section.

B. Items Not Insulated: Unless otherwise indicated, do not apply insulation to the following systems, materials, and equipment:

1. Flexible connectors.
2. Fire-suppression piping.
3. Drainage piping located in crawl spaces, unless otherwise indicated.
4. Below-grade piping, unless otherwise indicated.
5. Chrome-plated pipes and fittings, unless potential for personnel injury.
6. Air chambers, unions, strainers, check valves, plug valves, and flow regulators.

3.10 INTERIOR INSULATION APPLICATION SCHEDULE

A. Service: Domestic hot and recirculated hot water.

1. Operating Temperature: 60 to 140 deg F (15 to 60 deg C).
2. Insulation Material: Mineral fiber
3. Insulation Thickness: 1" thick
4. Field-Applied Jacket: Foil and Paper(ASJ)
5. Vapor Retarder Required: No
6. Finish: None.

B. Service: Rainwater conductors and roof drain bodies.

1. Operating Temperature: 32 to 100 deg **F**
2. Insulation Material: Flexible elastomeric.
3. Insulation Thickness: 1" thickness
4. Field-Applied Jacket: Foil and Paper(ASJ)
5. Vapor Retarder Required: Yes.
6. Finish: None.

C. Service: Condensate and equipment drain piping.

1. Operating Temperature: 40 to 60 deg F
2. Insulation Material: Flexible elastomeric, only on first ten feet of pipe from trap.
3. Insulation Thickness: 3/4"
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No.
6. Finish: Two coats of the insulation manufacturer's recommended protective coating.

D. Service: Refrigerant suction and hot-gas piping.

1. Operating Temperature: 35 to 50 deg F
2. Insulation Material: Flexible elastomeric.
3. Insulation Thickness: 1" thick.
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: Yes.
6. Finish: None.

E. Service: Domestic water piping.

1. Operating Temperature: 60 to 80 deg F
2. Insulation Material: Mineral Fiber
3. Insulation Thickness: 1" thick.
4. Field-Applied Jacket: Foil and Paper(ASJ)
5. Vapor Retarder Required: Yes.
6. Finish: None.

F. Service: For obtaining fire/smoke rating in return air plenum (calbes, PE, PB, PP, ABS, PVC, CPVC, etc).

1. Operating Temperature: 35 to 90 deg F
2. Insulation Material: 3M Fire Barrier Plenum Wrap 5 A or equal.
3. Insulation Thickness: larger of 1" or mfr's recommendations.
4. Field-Applied Jacket: scrim reinforced foil
5. Vapor Retarder Required: None.
6. Finish: None.

3.11 EXTERIOR INSULATION APPLICATION SCHEDULE

A. Service: Domestic water.

1. Operating Temperature: 60 to 140 deg F (15 to 60 deg C).
2. Insulation Material: Mineral fiber.
3. Insulation Thickness: Apply the following insulation thicknesses: 1"
4. Field-Applied Jacket: Aluminum.
5. Vapor Retarder Required: Yes.
6. Finish: None.

B. Service: Refrigerant suction.

1. Operating Temperature: 35 to 50 deg F (2 to 10 deg C).
2. Insulation Material: Flexible elastomeric.
3. Insulation Thickness: Apply the following insulation thicknesses: ½"
4. Field-Applied Jacket: Aluminum
5. Vapor Retarder Required: Yes.
6. Finish: None.

END OF SECTION

SECTION 15110
VALVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following general-duty valves:
   1. Copper-alloy ball valves.
   2. Bronze check valves.
   3. Bronze gate valves.
   4. Cast-iron gate valves.

B. Related Sections include the following:

   1. Division 2 piping Sections for general-duty and specialty valves for site construction piping.
   2. Division 13 fire-suppression piping and fire pump Sections for fire-protection valves.
   3. Division 15 Section "Mechanical Identification" for valve tags and charts.
   4. Division 15 piping Sections for specialty valves applicable to those Sections only.

1.3 DEFINITIONS

A. The following are standard abbreviations for valves:

   1. CWP: Cold working pressure.
   2. EPDM: Ethylene-propylene-diene terpolymer rubber.
   3. NBR: Acrylonitrile-butadiene rubber.
   4. PTFE: Polytetrafluoroethylene plastic.
   5. SWP: Steam working pressure.
   6. TFE: Tetrafluoroethylene plastic.

1.4 SUBMITTALS

A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

1.5 QUALITY ASSURANCE

A. ASME Compliance: ASME B31.9 for building services piping valves.

1. Exceptions: , sanitary waste, and storm drainage piping valves unless referenced.

B. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Protect internal parts against rust and corrosion.
2. Protect threads, flange faces, grooves, and weld ends.
3. Set angle, gate, and globe valves closed to prevent rattling.
4. Set ball and plug valves open to minimize exposure of functional surfaces.
5. Set butterfly valves closed or slightly open.
6. Block check valves in either closed or open position.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Crane Co.; Crane Valve Group; Crane Valves.
b. Grinnell Corporation.
c. Hammond Valve.
d. Milwaukee Valve Company.
e. NIBCO INC.
f. Red-White Valve Corp.
g. Watts Industries, Inc.; Water Products Div.

2.2 VALVES, GENERAL

A. Refer to Part 3 "Valve Applications" Article for applications of valves.

B. Bronze Valves: NPS 2 (DN 50) and smaller with threaded ends, unless otherwise indicated.

C. Ferrous Valves: NPS 2-1/2 (DN 65) and larger with flanged ends, unless otherwise indicated.

D. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

E. Valve Sizes: Same as upstream pipe, unless otherwise indicated.

F. Valve Actuators:
   1. Handwheel: For valves other than quarter-turn types.
   2. Lever Handle: For quarter-turn valves NPS 6 (DN 150) and smaller, except plug valves.

G. Extended Valve Stems: On insulated valves.

H. Valve Flanges: ASME B16.1 for cast-iron valves, ASME B16.5 for steel valves, and ASME B16.24 for bronze valves.

I. Valve Grooved Ends: AWWA C606.

   1. Solder Joint: With sockets according to ASME B16.18.

      a. Caution: Use solder with melting point below 840 deg F (454 deg C) for angle, check, gate, and globe valves; below 421 deg F (216 deg C) for ball valves.

   2. Threaded: With threads according to ASME B1.20.1.

J. Valve Bypass and Drain Connections: MSS SP-45.

2.3 COPPER-ALLOY BALL VALVES

A. Copper-Alloy Ball Valves, General: MSS SP-110.

B. One-Piece, Copper-Alloy Ball Valves: Brass or bronze body with chrome-plated bronze ball, PTFE or TFE seats, and 400-psig (2760-kPa) minimum] [600-psig (4140-kPa)] CWP rating.

C. Two-Piece, Copper-Alloy Ball Valves: Brass or bronze body with full-port, chrome-plated bronze ball; PTFE seats; and 600-psig (4140-kPa) minimum CWP rating and blowout-proof stem.

2.4 BRONZE CHECK VALVES

A. Bronze Check Valves, General: MSS SP-80.

B. Type 1, Class 150, Bronze, Horizontal Lift Check Valves: Bronze body with bronze disc and seat.

C. Type 1, Class 150, Bronze, Vertical Lift Check Valves: Bronze body with bronze disc and seat.

2.5 BRONZE GATE VALVES

A. Bronze Gate Valves, General: MSS SP-80, with ferrous-alloy handwheel.

B. Type 1, Class 125, Bronze Gate Valves: Bronze body with nonrising stem and bronze solid wedge and union-ring bonnet.

2.6 CAST-IRON GATE VALVES

A. Cast-Iron Gate Valves, General: MSS SP-70, Type I.

B. Class 125, NRS, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, nonrising stem, and solid-wedge disc.

C. Class 125, OS&Y, Bronze-Mounted, Cast-Iron Gate Valves: Cast-iron body with bronze trim, rising stem, and solid-wedge disc.

2.7 CAST-IRON PLUG VALVES

A. Cast-Iron Plug Valves, General: MSS SP-78.

B. Class 125 or 150, lubricated-type, cast-iron plug valves.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

C. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

D. Examine threads on valve and mating pipe for form and cleanliness.

E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

F. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE APPLICATIONS

A. Refer to piping Sections for specific valve applications. If valve applications are not indicated, use the following:

1. Shutoff Service: Ball, butterfly, gate, or plug valves.
2. Throttling Service: Ball, butterfly, or globe valves.
3. Pump Discharge: Swing check, lift-disc check valves.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP class or CWP ratings may be substituted.

C. Chilled-Water Piping: Use the following types of valves:
   1. Ball Valves, NPS 2 (DN 50) and Smaller: Two-piece, 400-psig (2760-kPa) CWP rating, copper alloy.
   2. Butterfly Valves, NPS 2-1/2 (DN 65) and Larger: Flanged, [150-psig (1035-kPa)] [175-psig (1207-kPa)] CWP rating, ferrous alloy, with EPDM liner.
   3. Grooved-End, Ductile-Iron Butterfly Valves, NPS 2-1/2 (DN 65) and Larger: 175-psig (1207-kPa) CWP rating.

D. Domestic Water Piping: Use the following types of valves:
   1. Ball Valves, NPS 2 (DN 50) and Smaller: Two-piece, [400-psig (2760-kPa)]CWP rating, copper alloy.
   2. Ball Valves, NPS 2-1/2 (DN 65) and Larger: Class 150, ferrous alloy.
   3. Swing Check Valves, NPS 2 (DN 50) and Smaller: Type 4, Class [125] [150], bronze.
   4. Swing Check Valves, NPS 2-1/2 (DN 65) and Larger: Type II, Class 125, gray iron.
   5. Gate Valves, NPS 2 (DN 50) and Smaller: Type [1] [2], Class 150] , bronze.
   6. Gate Valves, NPS 2-1/2 (DN 65) and Larger: Type I, Class 125, bronze-mounted cast iron.

CONTROL VALVES

1. Calibrated Balancing Valves and Automatic Flow-Control Valves shall not be required on devices where pressure independent control valves are installed.

3.3 VALVE INSTALLATION

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

C. Locate valves for easy access and provide separate support where necessary.

D. Install valves in horizontal piping with stem at or above center of pipe.

E. Install valves in position to allow full stem movement.

3.4 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. Grooved Joints: Assemble joints with keyed coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

C. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

END OF SECTION

SECTION 15140
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes domestic water piping from locations indicated to fixtures and equipment inside the building.

B. Related Sections include the following:

1. Division 15 Section "Plumbing Specialties" for water distribution piping specialties.

C. PVC: Polyvinyl chloride plastic.

1.3 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing domestic water piping systems with the following minimum working-pressure ratings, unless otherwise indicated:

1. Domestic Water Distribution Piping: 125 psig (860 kPa).

1.4 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic, potable domestic water piping and components.

C. Comply with NSF 61, "Drinking Water System Components-Health Effects; Sections 1 through 9," for potable domestic water piping and components.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

B. Transition Couplings for Aboveground Pressure Piping: Coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

C. Transition Couplings for Underground Pressure Piping: AWWA C219, metal, sleeve-type coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

2.2 COPPER TUBING

A. Hard Copper Tube: ASTM B 88, Types K and L, water tube, drawn tempered.

1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end. Furnish Class 300 flanges if required to match piping.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
4. Copper, Grooved-End Fittings: ASTM B 75 (ASTM B 75M) copper tube or ASTM B 584 bronze castings.
    a. Copper-Tubing, Keyed Couplings: Copper-tube dimensions and design similar to AWWA C606. Include ferrous housing sections, gasket suitable for hot water, and bolts and nuts.

2.4 VALVES

A. Refer to Division 15 Section "Valves" for bronze and cast-iron, general-duty valves.

B. Refer to Division 15 Section "Plumbing Specialties" for balancing and drain valves.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Refer to Division 2 for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.

B. Flanges may be used on aboveground piping, unless otherwise indicated.

C. Grooved joints may be used on aboveground grooved-end piping.

D. Fitting Option: Mechanically formed tee-branch outlets and brazed joints may be used on aboveground copper tubing.

E. Aboveground Domestic Water Piping: Use the following piping materials for each size range:

1. NPS 4 (DN 40) and Smaller: Hard copper tube, Type L; copper pressure fittings; and soldered joints.

F. Underground Domestic Water Piping NPS 4 (DN 100) and Smaller: Hard copper tube, Type K; copper pressure fittings; and soldered joints. Water service larger than NPS 4 shall be PVC.

3.3 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use bronze ball or gate valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly or gate valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
2. Throttling Duty: Use bronze ball or globe valves for piping NPS 2 (DN 50) and smaller. Use cast-iron butterfly valves with flanged ends for piping NPS 2-1/2 (DN 65) and larger.
3. Hot-Water-Piping, Balancing Duty: Calibrated balancing valves.
4. Drain Duty: Hose-end drain valves.

B. Cast-iron, grooved-end valves may be used with grooved-end piping.

3.4 PIPING INSTALLATION

A. Refer to Division 2 for site water distribution and service piping.

B. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation.

C. Extend domestic water service piping to exterior water distribution piping in sizes and locations indicated.

D. Install underground copper tubing according to CDA's "Copper Tube Handbook."

E. Install underground PVC piping according to ASTM D 2774 and ASTM F 645. Install buried piping inside building between wall and floor penetrations and connection to water service piping outside building with restrained joints. Anchor pipe to wall or floor. Install thrust-block supports at vertical and horizontal offsets.

F. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for sleeves and mechanical sleeve seals.

G. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for wall penetration systems.

H. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve, inside building at each domestic water service. Refer to Division 15 Section "Meters and Gages" for pressure gages, and to Division 15 Section "Plumbing Specialties" for drain valves and strainers.

I. Install water-pressure regulators downstream from shutoff valves. Refer to Division 15 Section "Plumbing Specialties" for water-pressure regulators.

J. Fill water piping. Check components to determine that they are not air bound and that piping is full of water.

K. Perform the following steps before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Remove plugs used during testing of piping and plugs used for temporary sealing of piping during installation.

L. Check plumbing equipment and verify proper settings, adjustments, and operation. Do not operate water heaters before filling with water.

3.5 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

C. Grooved Joints: Assemble joints with keyed-coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

D. Mechanically Formed Outlets: Form tee in copper tube according to equipment manufacturer's written instructions. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

3.6 VALVE INSTALLATION

A. Install shutoff valve on each water supply to equipment and on each water supply to plumbing fixtures without supply stops. Use ball or gate valves for piping NPS 2 (DN 50) and smaller. Use butterfly or gate valves for piping NPS 2-1/2 (DN 65) and larger.

B. Install calibrated balancing valves in each hot-water circulation return branch and discharge side of each pump and circulator. Set calibrated balancing valves partly open to restrict but not stop flow. Refer to Division 15 Section "Plumbing Specialties" for calibrated balancing valves.

3.7 HANGER AND SUPPORT INSTALLATION

A. Refer to Division 15 Section "Hangers and Supports" for pipe hanger and support devices. Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:
   a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
   b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
   c. Longer Than 100 Feet (30 m), if Indicated: MSS Type 49, spring cushion rolls.
3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, to a minimum of 3/8 inch (10 mm).

E. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 3/4 (DN 20) and Smaller: 60 inches (1500 mm) with 3/8-inch (10-mm) rod
2. NPS 1 and NPS-1-1/4 (DN 25 and DN 32): 72 inches (1800 mm) with 3/8-inch (10mm) Rod.
3. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 96 inches (2400 mm) with 3/8-inch (10mm) rod.
4. NPS 2-1/2 (DN 65): 108 inches (2700 mm) with 1/2-inch (13 mm) rod.
5. NPS 3 to NPS 5 (DN 80 to DN 125): 10 feet (3 m) with 1/2-inch (13 mm) rod.
6. NPS 6 (DN 150): 10 feet (3 m) with 5/8-inch (16-mm) rod.
7. NPS 8 (DN 200): 10 feet (3 m) with 3/4-inch (19-mm) rod.

G. Install supports for vertical copper tubing every 10 feet (3m).

3.8 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment and machines to allow service and maintenance.

C. Connect domestic water piping to exterior water service piping. Use transition fitting to join dissimilar piping materials.

D. Connect domestic water piping to service piping with shutoff valve, and extend and connect to the following:

1. Water Heaters: Cold-water supply and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.

2. Plumbing Fixtures: Cold- and hot-water supply piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Fixtures."

3. Equipment: Cold- and hot-water supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 (DN 65) and larger.

3.9 FIELD QUALITY CONTROL

A. Inspect domestic water piping as follows:

1. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

2. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:

   a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.

   b. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

3. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

B. Test domestic water piping as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced domestic water piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.

3. Cap and subject piping to static water pressure of 50 psig (345 kPa) above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.

4. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.

5. Prepare reports for tests and required corrective action.

3.10 ADJUSTING

A. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.

1. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide flow of hot water in each branch.

2. Adjust calibrated balancing valves to flows indicated.

3.11 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing domestic water piping that have been altered, extended, or repaired before using.

2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction or, if methods are not prescribed, procedures described in either AWWA C651 or AWWA C652 or as described below:

   a. Flush piping system with clean, potable water until dirty water does not appear at outlets.

   b. Fill and isolate system according to either of the following:

      1) Fill system or part thereof with water/chlorine solution with at least 50 ppm (50 mg/L) of chlorine. Isolate with valves and allow to stand for 24 hours.

      2) Fill system or part thereof with water/chlorine solution with at least 200 ppm (200 mg/L) of chlorine. Isolate and allow to stand for three hours.

   c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.

   d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION

SECTION 15150
SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes soil and waste, sanitary drainage and vent piping inside the building and to locations indicated.

B. Related Sections include the following:
   1. Division 15 Section "Plumbing Specialties" for soil, waste, and vent piping systems specialties.

1.3 DEFINITIONS

A. The following are industry abbreviations for plastic piping materials:
   1. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing piping systems with the following minimum working-pressure ratings, unless otherwise indicated:

   1. Soil, Waste, and Vent Piping: 10-foot head of water (30 kPa).

1.5 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

B. Shop Drawings: For sovent drainage system, include plans, elevations, sections, and details.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

B. Flexible Transition Couplings for Underground Nonpressure Piping: ASTM C 1173 with elastomeric sleeve. Include ends of same sizes as piping to be joined and include corrosion-resistant metal band on each end.

2.2 PVC PIPING

A. PVC Pipe: ASTM D 2665, solid-wall drain, waste, and vent.

1. PVC Socket Fittings: ASTM D 2665, socket type, made to ASTM D 3311, drain, waste, and vent patterns.

B. PVC Special Fittings: ASTM F 409, drainage-pattern tube and tubular fittings with ends as required for application.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. Transition and special fittings with pressure ratings at least equal to piping pressure ratings may be used in applications below, unless otherwise indicated.

B. Flanges may be used on aboveground pressure piping, unless otherwise indicated.

C. Aboveground, Soil, Waste, and Vent Piping: Use the following piping materials for each size range:

1. NPS 1-1/4 and NPS 1-1/2 (DN 32 and DN 40): PVC pipe, PVC socket fittings, and solvent-cemented joints.
2. NPS 2 to NPS 4 (DN 50 to DN 100): PVC pipe, PVC socket fittings, and solvent-cemented joints.
3. NPS 5 and NPS 6 (DN 125 and DN 150): Use NPS 6 (DN 150) PVC pipe, PVC socket fittings, and solvent-cemented joints.

D. Underground, Soil, Waste, and Vent Piping: Use the following piping materials for each size range:

1. NPS 2 to NPS 4 (DN 50 to DN 100): PVC pipe, PVC socket fittings, and solvent-cemented joints.
2. NPS 5 and NPS 6 (DN 125 and DN 150): PVC pipe, PVC socket fittings, and solvent-cemented joints.

3.3 PIPING INSTALLATION

A. Refer to Division 2 Section "Sanitary Sewerage" for Project-site sanitary sewer piping.

B. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping installation.

C. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers.

D. Install cleanout fitting with closure plug inside the building in sanitary force-main piping.

1. Encase piping with PE film according to ASTM A 674 or AWWA C105.

E. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for sleeves and mechanical sleeve seals.

F. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep ¼ bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8- bend fittings if 2 fixture are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

G. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

H. Re-verify building drainage piping slope before covering pipe in trench if left uncovered over a 24 hour period of subjected to exterior water. If slope of piping has changed, provide new shoring material to maintain original slope after trench has been covered.

I. Install soil and waste drainage and vent piping at the code required minimum slopes, unless otherwise indicated:

J. Install engineered soil and waste drainage and vent piping systems in locations indicated and as follows:

1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.
2. Cast-Iron, Sovent, Single Stack: Comply with ASSE 1043 and sovent fitting manufacturer's written installation instructions.
3. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.

K. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.

L. Install PVC soil and waste drainage and vent piping according to ASTM D 2665.

M. Install underground PVC soil and waste drainage piping according to ASTM D 2321.

N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.4 JOINT CONSTRUCTION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for basic piping joint construction.

B. PVC Nonpressure Piping Joints: Join piping according to ASTM D 2665.

3.5 HANGER AND SUPPORT INSTALLATION

A. Refer to Division 15 Section "Hangers and Supports" for pipe hanger and support devices. Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:
    a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
    b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
    c. Longer Than 100 Feet (30 m), if Indicated: MSS Type 49, spring cushion rolls.
3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Install supports according to Division 15 Section "Hangers and Supports."

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.

J. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 48 inches (1200 mm) with 3/8-inch (10-mm) rod.
2. NPS 3 (DN 80): 48 inches (1200 mm) with ½-inch (13-mm) rod.
3. NPS 4 and NPS 5 (DN 100 and DN 125): 48 inches (1200 mm) with 5/8-inch (16-mm) rod.
4. NPS 6 (DN 150): 48 inches (1200 mm) with ¾-inch (19-mm) rod.
5. NPS 8 to NPS 12 (DN 200 to DN 300): (1200 mm) with 7/8-inch (22-mm) rod.

K. Install supports for vertical PVC piping every 48 inches (1200 mm).

L. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.6 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:

1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Fixtures."
2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 15 Section "Plumbing Specialties."
4. Equipment: Connect drainage piping as indicated. Provide shutoff valve, if indicated, and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 (DN 65) and larger.

3.7 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping, except outside leaders, on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg (250 Pa). Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

3.8 CLEANING

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 15410
PLUMBING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes plumbing fixtures and related components.

B. Related Sections include the following:
   1. Division 15 Section "Drinking Fountains and Water Coolers."
   2. Division 15 Section "Plumbing Specialties" for backflow preventers and specialty fixtures not in this Section.

1.3 DEFINITIONS

A. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.

B. Fitting: Device that controls flow of water into or out of plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.

1.4 SUBMITTALS

A. Product Data: Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports and indicate materials and finishes, dimensions, construction details, and flow-control rates for each type of fixture indicated.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.

   1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.

B. Regulatory Requirements: Comply with requirements in U.S. Architectural & Transportation Barriers Compliance Board's "Uniform Federal Accessibility Standards (UFAS), 1985-494-187" about plumbing fixtures for people with disabilities.

C. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.

D. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

E. TAS: Texas Accessibility Standards.

1.6 COORDINATION

A. Coordinate roughing-in and final plumbing fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. For fixture descriptions in other Part 2 articles where the subparagraph titles "Products," and "Manufacturers" introduce a list of manufacturers and their products or manufacturers only, the following requirements apply for product selection:

1. Products: Subject to compliance with requirements, provide one of the products specified in other Part 2 articles.

2.2 LAVATORY FAUCETS

A. Lavatory Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
1. Products:

a. American Standard.
b. Eljer.
c. Kohler.

2.3 SHOWER FAUCETS

A. Shower Faucet: Include hot- and cold-water indicators; tub spout; and shower head, arm, and flange. Coordinate faucet inlets with supplies and outlet with diverter valve.
1. Manufacturers:
a. American Standard.
b. Eljber.
c. Kohler.

2.4 SINK FAUCETS

A. Sink Faucet: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes and outlet with spout and fixture receptor.
1. Manufacturers:

a. American Standard.
b. Eljer
c. Kohler.

2.5 TOILET SEATS

A. Toilet Seat: Solid plastic.
1. Manufacturers:

a. Bemis.
b. Beneke.
c. Centoco.
d. Church.

2.6 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Guard, Manufactured, plastic enclosure for covering for hot- and cold-water supplies and trap and drain piping and complying with ADA requirements.
1. Manufacturers:

a. Engineered Brass Co.
b. Plumerex
c. Truebro.

2.7 FIXTURE SUPPORTS

A. Water-Closet Support: Water-closet combination carrier designed for accessible and standard mounting heights. Include single or double, vertical or horizontal, hub-and-spigot or hubless waste fitting as required for piping arrangement; faceplates; couplings with gaskets; feet; and fixture bolts and hardware matching fixture. Include additional extension coupling, faceplate, and feet for installation in wide pipe space.
1. Manufacturers:
a. Mifab
b. Josam.
c. Wade.
d. Zurn

B. Urinal Support: Type I, urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

C. Lavatory Support: Type II, lavatory carrier with concealed arms and tie rod. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2. Accessible Fixture Support: Include rectangular steel uprights.

D. Sink Support: Type II, sink carrier with hanger plate, bearing studs, and tie rod. Include steel uprights with feet.
1. Manufacturers:

a. Josam.
b. J.R. Smith
c. Zurn.

2.8 WATER CLOSETS

A. Water Closets: Accessible, wall-hanging, back-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

B. Water Closets: Accessible, floor mounting, floor-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

2.9 URINALS

A. Urinals,: Accessible, wall-hanging, back-outlet, vitreous-china fixture designed for flushometer valve operation.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. TOTO USA, Inc.

2.10 LAVATORIES, SINKS

A. Lavatories,: Accessible, wall hanging, vitreous-china fixture.
1. Products:

a. American Standard, Inc.
b. Kohler Co.
c. Toto

2.11 KITCHEN SINKS

A. Kitchen Sinks: Commercial, counter-mounting, stainless-steel fixture.
   1. Products:

      a. Elkay Manufacturing Co.
      b. Just Manufacturing Co.

2.12 SERVICE SINKS

A. Service Sinks: Floor-mounting, enameled, sink with front apron, raised back, and coated, wire rim guard.
   1. Products:

      a. Commercial Enameling Co.
      b. Kohler Co.
      c. Fiat

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water soil and for waste piping systems and supports to verify actual locations and sizes of piping connections and that locations and types of supports match those indicated, before plumbing fixture installation. Use manufacturer's roughing-in data if roughing-in data are not indicated.

B. Examine walls, floors, and cabinets for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIXTURE INSTALLATION

A. Assemble fixtures, trim, fittings, and other components according to manufacturers' written instructions.

B. For wall-hanging fixtures, install off-floor supports affixed to building substrate.

   1. Use carrier supports with waste fitting and seal for back-outlet fixtures.
   2. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.

C. Install back-outlet, wall-hanging fixtures onto waste fitting seals and attach to supports.

D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.

E. Install wall-hanging fixtures with tubular waste piping attached to supports.

F. Install floor-mounting, back-outlet water closets attached to building floor substrate and wall bracket and onto waste fitting seals.

G. Install counter-mounting fixtures in and attached to casework.

H. Install fixtures level and plumb according to manufacturers' written instructions and roughing-in drawings.

I. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.

1. Exception: Use ball, gate, or globe valve if stops are not specified with fixture. Refer to Division 15 Section "Valves" for general-duty valves.

J. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.

K. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

L. Install flushometer valves for accessible water closets and urinals with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach.

M. Install toilet seats on water closets.

N. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

O. Install water-supply, flow-control fittings with specified flow rates in fixture supplies at stop valves.

P. Install faucet, flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

Q. Install traps on fixture outlets.

R. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

S. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 Section "Joint Sealants" for sealant and installation requirements.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping.

E. Supply and Waste Connections to Fixtures and Equipment Specified in Other Sections: Connect fixtures and equipment with water supplies, stops, risers, traps, and waste piping specified. Use size fittings required to match fixtures and equipment. Connect to plumbing piping.

F. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Verify that installed fixtures are categories and types specified for locations where installed.

B. Check that fixtures are complete with trim, faucets, fittings, and other specified components.

C. Inspect installed fixtures for damage. Replace damaged fixtures and components.

D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.

B. Adjust water pressure at faucets, shower valves, and flushometer valves to produce proper flow and stream.

C. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:

1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.
2. Remove sediment and debris from drains.

3.7 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION

SECTION 15415
DRINKING FOUNTAINS AND WATER COOLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Drinking fountains.
2. Self-contained water coolers.
3. Fixture supports.

1.3 DEFINITIONS

A. Accessible Drinking Fountain and Water Cooler: Fixture that can be approached and used by people with disabilities.

B. Drinking Fountain: Fixture with nozzle for delivering stream of water for drinking.

C. Fitting: Device that controls flow of water into or out of fixture.

D. Fixture: Drinking fountain or water cooler, unless one is specifically indicated.

E. Water Cooler: Electrically powered fixture for generating and delivering cooled drinking water.

1.4 SUBMITTALS

A. Product Data: Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories for each type of fixture indicated.

B. Shop Drawings: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Maintenance Data: For fixtures to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" about fixtures for people with disabilities.

C. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

D. ARI Standard: Comply with ARI 1010, "Self-Contained, Mechanically Refrigerated Drinking-Water Coolers," for water coolers and with ARI's "Directory of Certified Drinking Water Coolers" for type and style classifications.

E. TAS: Texas Accessibility Standards.

1.6 COORDINATION

A. Coordinate roughing-in and final fixture locations, and verify that fixtures can be installed to comply with original design and referenced standards.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified below.

1. Elkay.
2. Halsey Taylor.
3. Haws Corporation.

2.2 DRINKING FOUNTAINS

A. Drinking Fountains,: Accessible, Style W, wall-hanging fixture made of stainless steel.

1. Receptor Shape: Rectangular.
2. Back Panel: Stainless-steel wall plate behind drinking fountain.
3. Bubblers: Two, with automatic stream regulator, located on deck.
4. Control: Push button.
5. Supply: NPS 3/8 (DN 10) with ball, gate, or globe valve.
6. Drain: Grid with NPS 1-1/4 (DN 32) minimum horizontal waste and trap complying with ASME Standards.
7. Support: Type I, water-cooler carrier. Refer to "Fixture Supports" Article.

2.3 SELF-CONTAINED WATER COOLERS

A. Water Coolers: Accessible, ARI 1010, Type PB, pressure with bubbler, Style W, wall-hanging fixture.

1. Cabinet: Bilevel with two attached cabinets, enameled steel with stainless-steel top.
2. Bubbler: One, with automatic stream regulator, located on each cabinet deck.
3. Control: Push button.
4. Supply: NPS 3/8 (DN 10) with ball, gate, or globe valve and filter.

5. Drain: Grid with NPS 1-1/4 (DN 32) minimum horizontal waste and trap complying with ASME Standards.
6. Cooling System: Electric, with hermetically sealed compressor, cooling coil, air-cooled condensing unit, corrosion-resistant tubing, refrigerant, corrosion-resistant-metal storage tank, and adjustable thermostat.
    a. Capacity: 8 gph (0.0084 L/s) of 50 deg F (10 deg C) cooled water from 80 deg F (27 deg C) inlet water and 90 deg F (32 deg C) ambient air temperature.
    b. Electrical Characteristics: 1/5 hp; 120-V ac; single phase; 60 Hz.
7. Support: Type II, water-cooler carrier. Refer to "Fixture Supports" Article.

2.4 FIXTURE SUPPORTS

A. Off-Floor, Plumbing Fixture Supports: ASME A112.6.1M, water-cooler carriers. Include vertical, steel uprights with feet and tie rods and bearing plates with mounting studs matching fixture to be supported.

1. Available Manufacturers:
2. Manufacturers:
    a. Josam Co.
    b. Smith, Jay R. Mfg. Co.
    c. Tyler Pipe; Wade Div.
    d. Zurn Specifications Drainage Operation.
3. Type I: Hanger-type carrier with two vertical uprights.
4. Type II: Bilevel, hanger-type carrier with three vertical uprights.
5. Supports for Accessible Fixtures: Include rectangular, vertical, steel uprights instead of steel pipe uprights.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for water and waste piping systems to verify actual locations of piping connections before fixture installation. Verify that sizes and locations of piping and types of supports match those indicated.

B. Examine walls and floors for suitable conditions where fixtures are to be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Use carrier off-floor supports for wall-hanging fixtures, unless otherwise indicated.

B. Use chrome-plated brass or copper tube, fittings, and valves in locations exposed to view. Plain copper tube, fittings, and valves may be used in concealed locations.

3.3 INSTALLATION

A. Install off-floor supports affixed to building substrate and attach wall-hanging fixtures, unless otherwise indicated.

B. Install mounting frames affixed to building construction and attach recessed water coolers to mounting frames, unless otherwise indicated.

C. Install fixtures level and plumb.

D. Install water-supply piping with shutoff valve on supply to each fixture to be connected to water distribution piping. Use ball, gate, or globe valve. Install valves in locations where they can be easily reached for operation. Refer to Division 15 Section "Valves" for general-duty valves.

E. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.

F. Install pipe escutcheons at wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding pipe fittings. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for escutcheons.

G. Seal joints between fixtures and walls and floors using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Refer to Division 7 for sealant and installation requirements.

3.4 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect water supplies from water distribution piping to fixtures.

C. Connect drain piping from fixtures to drainage piping.

D. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

END OF SECTION

SECTION 15430
PLUMBING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following plumbing specialties:
1. Balancing valves.
2. Washer-supply outlets.
3. Key-operation hydrants.
4. Trap seal primer valves.
5. Drain valves.
6. Miscellaneous piping specialties.
7. Sleeve penetration systems.
8. Flashing materials.
9. Cleanouts.
10. Floor drains.
11. Roof drains.
12. Grease interceptors.

1.3 DEFINITIONS

A. The following are industry abbreviations for plastic piping materials:

1. ABS: Acrylonitrile-butadiene-styrene plastic.
2. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

A. Provide components and installation capable of producing piping systems with following minimum working-pressure ratings, unless otherwise indicated:

1. Domestic Water Piping: 125 psig (860 kPa).
2. Sanitary Waste and Vent Piping: 10-foot head of water (30 kPa).
3. Storm Drainage Piping: 10-foot head of water (30 kPa).

1.5 SUBMITTALS

A. Product Data: Include rated capacities and shipping, installed, and operating weights. Indicate materials, finishes, dimensions, required clearances, and methods of assembly of components; and piping and wiring connections for the following:
1. Balancing valves.

2. Water hammer arresters, and trap seal primer valves and systems.
3. Hose bibbs, hydrants.
4. Washer-supply outlets.
5. Cleanouts, floor drains, and roof drains.
6. Roof flashing assemblies.
7. Grease interceptors.
8. Sleeve penetration systems.

B. Shop Drawings: Diagram power, signal, and control wiring.

1.6 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of plumbing specialties and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

B. Plumbing specialties shall bear label, stamp, or other markings of specified testing agency.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for piping materials and installation.

E. NSF Compliance:

1. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic domestic water piping components. Include marking "NSF-pw" on plastic potable-water piping and "NSF-dwv" on plastic drain, waste, and vent piping.
2. Comply with NSF 61, "Drinking Water System Components--Health Effects, Sections 1 through 9," for potable domestic water plumbing specialties.

PART 2 - PRODUCTS

2.1 BALANCING VALVES

A. Calibrated Balancing Valves: Adjustable, with two readout ports and memory setting indicator. Include manufacturer's standard hoses, fittings, valves, differential pressure meter, and carrying case.
1. Manufacturers:

a. Armstrong Pumps, Inc.
b. Flow Design, Inc.
c. ITT Industries; Bell & Gossett Div.
d. Taco, Inc.
e. Watts Industries, Inc.; Water Products Div.

2. NPS 2 (DN 50) and Smaller: Bronze body with brass ball, adjustment knob, calibrated nameplate, and threaded or solder-joint ends.
3. NPS 2 (DN 50) and Smaller: Bronze, Y-pattern body with adjustment knob and threaded ends.

4. NPS 2-1/2 (DN 65) and Larger: Cast-iron, Y-pattern body with bronze disc and flanged or grooved ends.

B. Memory-Stop Balancing Valves, NPS 2 (DN 50) and smaller: MSS SP-110, ball valve, rated for 400-psig (2760-kPa) mininmum CWP. Include two-piece, copper-alloy body with full-port, chrome-plated brass ball, replaceable seats and seals, threaded or solder-joint ends, and vinyl-covered steel handle with memory-stop device.

1. Manufacturers:

   a. Conbraco Industries, Inc.
   b. Crane Co., Crane Valve Group; Crane Valves.
   c. Grinnell Corporation.
   d. NIBCO INC.
   e. Red-White Valve Corp.

2.2 STRAINERS

A. Strainers: Y-pattern, unless otherwise indicated, and full size of connecting piping. Include ASTM A 666, Type 304, stainless-steel screens with 3/64-inch (1.2-mm) round perforations, unless otherwise indicated.

1. Pressure Rating: 125-psig (860-kPa) minimum steam working pressure, unless otherwise indicated.
2. NPS 2 (DN 50) and Smaller: Bronze body, with female threaded ends.
3. NPS 2-1/2 (DN 65) and Larger: Cast-iron body, with interior AWWA C550 or FDA-approved, epoxy coating and flanged ends.

2.3 OUTLET BOXES

A. Manufacturers:

1. Acorn Engineering Company.
2. Gray, Guy Manufacturing Co., Inc.
3. Symmons Industries, Inc.

B. General: Recessed-mounting outlet boxes with supply fittings complying with ASME A112.18.1M. Include box with faceplate, services indicated for equipment connections, and wood-blocking reinforcement.

C. Clothes Washer Outlet Boxes: With hot- and cold-water hose connections, drain, and the following:

1. Box and Faceplate: [Stainless steel] [Enameled or epoxy-painted steel].
2. Shutoff Fitting: Two hose bibbs.
3. Supply Fittings: Two NPS 1/2 (DN 15) gate, globe, or ball valves and NPS 1/2 (DN 15) copper, water tubing.
4. Drain: NPS 2 (DN 50) standpipe, P-trap, and direct waste connection to drainage piping.
5. Inlet Hoses: Two ASTM D 3571, 60-inch- (1500-mm-) long, rubber household clothes washer inlet hoses with female hose-thread couplings.
6. Drain Hose: One 48-inch- (1200-mm-) long, rubber household clothes washer drain hose with hooked end.

D. Icemaker Outlet Boxes: With hose connection and the following:

1. Box and Faceplate: Stainless steel.
2. Shutoff Fitting: Hose bibb.
3. Supply Fitting: NPS 1/2 (DN 15) gate, globe, or ball valve and NPS 1/2 (DN 15) copper, water tubing.

2.4 KEY-OPERATION HYDRANTS

A. Manufacturers:

1. Josam Co.
2. Smith, Jay R. Mfg. Co.
3. Woodford Manufacturing Co.

B. General: ASME A112.21.3M, key-operation hydrant with pressure rating of 125 psig (860 kPa).

1. Inlet: NPS 3/4 or NPS 1 (DN 20 or DN 25) threaded or solder joint.
2. Outlet: ASME B1.20.7, garden-hose threads.
3. Operating Keys: One with each key-operation hydrant.

C. Moderate-Climate, Concealed-Outlet Wall Hydrants: ASSE 1019, self-drainable with flush-mounting box with cover, integral nonremovable hose-connection vacuum breaker, and concealed outlet.

1. Classification: Type A, for automatic draining with hose removed or Type B, for automatic draining with hose removed or with hose attached and nozzle closed.

D. Hot and Cold, Nonfreeze Concealed-Outlet Wall Hydrants: With deep flush-mounting box with cover; hot- and cold-water casings and operating rods to match wall thickness; concealed outlet; wall clamps; and factory- or field-installed, nonremovable and manual drain-type, hose-connection vacuum breaker complying with ASSE 1011.

2.5 TRAP SEAL PRIMER VALVES

A. Supply-Type Trap Seal Primer Valves: ASSE 1018, water-supply-fed type, with the following characteristics:

1. Manufacturers:

   a. Josam Co.
   b. MIFAB Manufacturing, Inc.
   c. Precision Plumbing Products, Inc.
   d. Smith, Jay R. Mfg. Co.

2. 125-psig (860-kPa) minimum working pressure.
3. Bronze body with atmospheric-vented drain chamber.
4. Inlet and Outlet Connections: NPS 1/2 (DN 15) threaded, union, or solder joint.
5. Gravity Drain Outlet Connection: NPS 1/2 (DN 15) threaded or solder joint.
6. Finish: Chrome plated, or rough bronze for units used with pipe or tube that is not chrome finished.

2.6 MISCELLANEOUS PIPING SPECIALTIES

A. Water Hammer Arresters: ASSE 1010 or PDI-WH 201, metal-bellows type with pressurized metal cushioning chamber. Sizes indicated are based on ASSE 1010 or PDI-WH 201, Sizes A through F.
   1. Manufacturers:
      a. Josam Co.
      b. Smith, Jay R. Mfg. Co.
      c. Tyler Pipe; Wade Div.
      d. Zurn Industries, Inc.; Specification Drainage Operation.

B. Hose Bibbs: Bronze body with replaceable seat disc complying with ASME A112.18.1M for compression-type faucets. Include NPS 1/2 or NPS 3/4 (DN 15 or DN 20) threaded or solder-joint inlet, of design suitable for pressure of at least 125 psig (860 kPa); integral [or field-installed,] nonremovable, drainable hose-connection vacuum breaker; and garden-hose threads complying with ASME B1.20.7 on outlet.

C. Roof Flashing Assemblies: Manufactured assembly made of [4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch- (1.6-mm-)] [6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch- (2.4-mm-)] thick, lead flashing collar and skirt extending at least [6 inches (150 mm)] [8 inches (200 mm)] [10 inches (250 mm)] from pipe with galvanized steel boot reinforcement, and counterflashing fitting.

D. Floor-Drain Inlet Fittings: Cast iron, with threaded inlet and threaded or spigot outlet, and trap seal primer valve connection.

E. Fixed Air-Gap Fittings: Manufactured cast-iron or bronze drainage fitting with semiopen top with threads or device to secure drainage inlet piping in top and bottom spigot or threaded outlet larger than top inlet. Include design complying with ASME A112.1.2 that will provide fixed air gap between installed inlet and outlet piping.

F. Stack Flashing Fittings: Counterflashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.

G. Vent Caps: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and set-screws to secure to vent pipe.

H. Vent Terminals: Commercially manufactured, shop- or field-fabricated, frost-proof assembly constructed of galvanized steel, copper, or lead-coated copper. Size to provide 1-inch (25-mm) enclosed air space between outside of pipe and inside of flashing collar extension, with counterflashing.

I. Expansion Joints: ASME A112.21.2M, assembly with cast-iron body with bronze sleeve, packing gland, and packing; of size and end types corresponding to connected piping.

2.7 SLEEVE PENETRATION SYSTEMS

A. Manufacturers:

   1. ProSet Systems, Inc.

B. Description: UL 1479, through-penetration firestop assembly consisting of sleeve and stack fitting with firestopping plug.

   1. Sleeve: Molded PVC plastic, of length to match slab thickness and with integral nailing flange on one end for installation in cast-in-place concrete slabs.

2. Stack Fitting: ASTM A 48 (ASTM A 48M), gray-iron, hubless-pattern, wye-branch stack fitting with neoprene O-ring at base and gray-iron plug in thermal-release harness in branch. Include PVC protective cap for plug.

   a. Special Coating: Include corrosion-resistant interior coating on fittings for plastic chemical waste and vent stacks.

2.8 FLASHING MATERIALS

A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:

1. General Use: 4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness.
2. Vent Pipe Flashing: 3-lb/sq. ft. (15-kg/sq. m), 0.0469-inch (1.2-mm) thickness.
3. Burning: 6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness.

B. Elastic Membrane Sheet: ASTM D 4068, flexible, chlorinated polyethylene, 40-mil (1.01-mm) minimum thickness.

C. Fasteners: Metal compatible with material and substrate being fastened.

D. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

E. Solder: ASTM B 32, lead-free alloy.

F. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

2.9 CLEANOUTS

A. Cleanouts: Comply with [ASME A112.36.2M] [ASME A112.3.1] <Insert other>.

1. Application: [Floor cleanout] [Wall cleanout] [For installation in exposed piping].
2. Products:
   a. Josam Co.
   b. Mifab
   c. Smith, Jay R. Mfg. Co.
   d. Tyler Pipe, Wade Div.
   e. Zurn Industries, Inc., Specification Drainage Operation.

2.10 FLOOR DRAINS

A. Floor Drains.
1. Products:

   a. Josam Co.
   b. Mifab
   c. Smith, Jay R. Mfg. Co.
   d. Tyler Pipe, Wade Div.
   e. Zurn Industries, Inc.

2.11 ROOF DRAINS

A. Roof Drains: Comply with [ASME A112.21.2M] [ASME A112.3.1].

1. Application: Roof drain.
2. Products:

    a. Josam Co.
    b. Mifab
    c. Smith, Jay R. Mfg. Co.
    d. Tyler Pipe, Wade Div.
    e. Watts Industries, Inc., Drainage Products Div.
    f. Zurn Industries, Inc.

2.12 GREASE INTERCEPTORS

A. Grease Interceptors: Comply with PDI-G101.
1. Products:

    a. American Industrial Precast Products, Inc.
    b. Brooks Products
    c. Park Equipment Co.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for piping joining materials, joint construction, and basic installation requirements.

B. Install pressure regulators with inlet and outlet shutoff valves and balance valve bypass. Install pressure gages on inlet and outlet.

C. Install strainers on supply side of each control valve, pressure regulator, and solenoid valve.

D. Install trap seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.

E. Install backwater valves in building drain piping. For interior installation, provide cleanout deck plate flush with floor and centered over backwater valve cover, and of adequate size to remove valve cover for servicing.

F. Install expansion joints on vertical risers, stacks, and conductors if indicated.

G. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:

1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) for larger drainage piping unless larger cleanout is indicated.
2. Locate at each change in direction of piping greater than 45 degrees.
3. Locate at minimum intervals of 50 feet (15 m) for piping NPS 4 (DN 100) and smaller and 100 feet (30 m) for larger piping.

4. Locate at base of each vertical soil and waste stack.

H. Install cleanout deck plates with top flush with finished floor, for floor cleanouts for piping below floors.

I. Install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall, for cleanouts located in concealed piping.

J. Install flashing flange and clamping device with each stack and cleanout passing through floors with waterproof membrane.

K. Install vent flashing sleeves on stacks passing through roof. Secure over stack flashing according to manufacturer's written instructions.

L. Install frost-proof vent caps on each vent pipe passing through roof. Maintain 1-inch (25-mm) clearance between vent pipe and roof substrate.

M. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.

1. Position floor drains for easy access and maintenance.
2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:

    a. Radius, 30 Inches (750 mm) or Less: Equivalent to 1 percent slope, but not less than 1/4-inch (6.35-mm) total depression.
    b. Radius, 30 to 60 Inches (750 to 1500 mm): Equivalent to 1 percent slope.
    c. Radius, 60 Inches (1500 mm) or Larger: Equivalent to 1 percent slope, but not greater than 1-inch (25-mm) total depression.

3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.

N. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.

1. Install roof-drain flashing collar or flange so no leakage occurs between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Position roof drains for easy access and maintenance.

O. Install interceptors, including trapping, venting, and flow-control fitting, according to authorities having jurisdiction and with clear space for servicing.

1. Flush with In-Ground Installation: Set unit and extension, if required, with cover flush with finished grade.
2. Install cleanout immediately downstream from interceptors not having integral cleanout on outlet.

P. Fasten wall-hanging plumbing specialties securely to supports attached to building substrate if supports are specified and to building wall construction if no support is indicated.

Q. Fasten recessed-type plumbing specialties to reinforcement built into walls.

R. Install wood-blocking reinforcement for wall-mounting and recessed-type plumbing specialties.

S. Install individual shutoff valve in each water supply to plumbing specialties. Use ball, gate, or globe valve if specific valve is not indicated. Install shutoff valves in accessible locations. Refer to Division 15 Section "Valves" for general-duty ball, butterfly, check, gate, and globe valves.

T. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

C. Connect plumbing specialties to piping specified in other Division 15 Sections.

D. Ground equipment.

E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

F. Connect plumbing specialties and devices that require power according to Division 16 Sections.

G. Interceptor Connections: Connect piping, flow-control fittings, and accessories.

1. Grease Interceptors: Connect inlet and outlet to unit, and flow-control fitting and vent to unit inlet piping.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness or thicker. Solder joints of lead sheets 4-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness or thinner.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches (250 mm), and skirt or flange extending at least 8 inches (200 mm) around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around sleeve.
3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around specialty.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

E. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 7 Section "Sheet Metal Flashing and Trim."

F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled trap seal primer systems and their installation, including piping and electrical connections. Report results in writing.

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.5 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 15485
ELECTRIC, DOMESTIC WATER HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following for domestic water systems:

1. Tankless, electric water heaters.
2. Commercial, electric water heaters.
3. Compression tanks.
4. Accessories.

1.3 SUBMITTALS

A. Product Data: For each type and size of water heater. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

B. Shop Drawings: Detail water heater assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring. Differentiate between manufacturer-installed and field-installed wiring.

C. Product Certificates: Signed by manufacturers of water heaters certifying that products furnished comply with requirements.

D. Maintenance Data: For water heaters to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain same type of water heaters through one source from a single manufacturer.

B. Product Options: Drawings indicate size, profiles, and dimensional requirements of water heaters and are based on specific units indicated. Other manufacturers' products complying with requirements may be considered. Refer to Division 1 Section "Substitutions."

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. ASME Compliance: Fabricate and label water heater, hot-water storage tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, "Pressure Vessels," Division 1.

E. ASHRAE Standards: Comply with performance efficiencies prescribed for the following:

1. ASHRAE 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings," for commercial water heaters.
2. ASHRAE 90.2, "Energy Efficient Design of New Low-Rise Residential Buildings," for household water heaters.

1.5 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Point-of-Use, Tankless, Electric Water Heaters:

   a. Chronomite Laboratories, Inc.
   b. Eemax

2. Commercial, Point-of-Use, Storage, Electric Water Heaters:

   a. Rheem
   b. State Industries.

3. Commercial, Storage, Electric Water Heaters:

   a. Lochinvar Corp.
   b. PVI Industries, Inc.
   c. State Industries.

4. Water Heater Stand and Drain Pan Units:

   a. Safety: W. H. Safety Products, Inc.

5. Compression Tanks:
   a. Bell & Gossett
   b. Taco, Inc.
   c. Zurn Industries, Inc.; Wilkins Div.

2.2 POINT-OF-USE, TANKLESS, ELECTRIC WATER HEATERS

A. Description: Comply with UL 499.

B. Construction: Without hot-water storage.

1. Working-Pressure Rating: 150 psig (1035 kPa).
2. Tappings: ASME B1.20.1, pipe thread.
3. Interior Finish: Materials complying with NSF 61, barrier materials for potable-water tank linings.
4. Jacket: Aluminum or steel, with enameled finish, or plastic.

C. Heating System: Electric-resistance type.

1. Temperature Control: Adjustable thermostat.
2. Safety Control: Automatic, high-temperature-limit cutoff device or system.

D. Mounting: Bracket or device for wall mounting.

2.3 COMMERCIAL, POINT-OF-USE, STORAGE, ELECTRIC WATER HEATERS (6 TO 40 GALLON)

A. Description: Comply with UL 174 or UL 1453, and listed by manufacturer for commercial applications.

B. Storage Tank Construction: Non-ASME-code steel with 150-psig (1035-kPa) working-pressure rating.

1. Tappings: Factory fabricated of materials compatible with tank for piping connections, relief valve, drain, anode rod, and controls as required. Attach tappings to tank before testing and labeling. Include ASME B1.20.1, pipe thread.
2. Interior Finish: Materials and thicknesses complying with NSF 61, barrier materials for potable-water tank linings. Extend finish into and through tank fittings and outlets.
3. Insulation: Comply with ASHRAE 90.1. Surround entire storage tank except connections and controls.
4. Jacket: Steel, with enameled finish.

C. Heating Elements: Two, unless otherwise indicated; electric, screw-in, immersion type.

1. Temperature Control: Adjustable thermostat.

D. Anode Rod: Factory installed, magnesium.

E. Drain Valve: ASSE 1005, corrosion-resistant metal, factory installed.

F. Special Requirement: NSF 5 construction.

2.4 COMMERCIAL, STORAGE, ELECTRIC WATER HEATERS (OVER 40 GALLONS)

A. Description: Comply with UL 1453.

B. Storage Tank Construction: ASME-code steel with 150-psig (1035-kPa) working-pressure rating.

1. Tappings: Factory fabricated of materials compatible with tank for piping connections, relief valve, pressure gage, thermometer, drain, anode rods, and controls as required. Attach tappings to tank shell before testing and labeling.

    a. NPS 2 (DN50) and Smaller: Threaded ends according to ASME B1.20.1, pipe threads.

2. Interior Finish: Materials and thicknesses complying with NSF 61, barrier materials for potable-water tank linings. Extend finish into and through tank fittings and outlets.
3. Insulation: Comply with ASHRAE 90.1. Surround entire storage tank except connections and controls.
4. Jacket: Steel, with enameled finish.

C. Heating Elements: Electric, screw-in or bolt-on, immersion type arranged in multiples of three.

1. Exception: Water heaters up to 9-kW input may have 2 or 3 elements.
2. Staging: Input not exceeding 18 kW per step.
3. Temperature Control: Adjustable surface-mounted thermostat.
4. Safety Controls: Automatic, high-temperature-limit and low-water cutoff devices or systems.

D. Drain Valve: ASSE 1005, corrosion-resistant metal, factory installed.

E. Anode Rods: Factory installed, magnesium.

F. Dip Tube: Factory installed. Not required if cold-water inlet is near bottom of storage tank.

G. Special Requirement: NSF 5 construction.

2.5 COMPRESSION TANKS

A. Description: Steel, pressure-rated tank constructed with welded joints and factory-installed, butyl-rubber diaphragm. Include air precharge to minimum system-operating pressure at tank.

B. Construction: 150-psig (1035-kPa) working-pressure rating.

C. Tappings: Factory-fabricated steel, welded to tank before testing and labeling. Include ASME B1.20.1, pipe thread.

D. Tank Interior Finish: Materials and thicknesses complying with NSF 61, barrier materials for potable-water tank linings. Extend finish into and through tank fittings and outlets.

E. Tank Exterior Finish: Manufacturer's standard, unless finish is indicated.

F. Air-Charging Valve: Factory installed.

2.6 WATER HEATER ACCESSORIES

A. Combination Temperature and Pressure Relief Valves: ASME rated and stamped and complying with ASME PTC 25.3. Include relieving capacity at least as great as heat input and include pressure setting less than water heater working-pressure rating. Select relief valve with sensing element that extends into tank.

B. Vacuum Relief Valves: Comply with ASME PTC 25.3. Furnish for installation in piping.

1. Exception: Omit if water heater has integral vacuum-relieving device.

C. Shock Absorbers: ASSE 1010 or PDI WH 201, Size A water hammer arrester.

D. Water Heater Stands: Water heater manufacturer's factory-fabricated, steel stand for floor mounting and capable of supporting water heater and water. Include dimension that will support bottom of water heater a minimum of 18 inches (457 mm) above the floor.

E. Water Heater Mounting Brackets: Water heater manufacturer's factory-fabricated, steel bracket for wall mounting and capable of supporting water heater and water.

F. Drain Pans: Corrosion-resistant metal with raised edge. Include dimensions not less than base of water heater and include drain outlet not less than NPS 3/4 (DN20).

PART 3 - EXECUTION

3.1 CONCRETE BASES

A. Install concrete bases of dimensions indicated. Refer to Division 3 and Division 15 Section "Basic Mechanical Materials and Methods."

3.2 WATER HEATER INSTALLATION

A. Install commercial water heaters on concrete bases.

1. Exception: Omit concrete bases for commercial water heaters if installation on stand, bracket, suspended platform, or direct on floor is indicated.

B. Install water heaters, level and plumb, according to layout drawings, original design, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.

C. Install temperature and pressure relief valves in top portion of storage tanks. Use relief valves with sensing elements that extend into tanks. Extend relief valve outlet with water piping in continuous downward pitch and discharge onto closest floor drain.

D. Install vacuum relief valves in cold-water-inlet piping.

E. Install water heater drain piping as indirect waste to spill into open drains or over floor drains. Install hose-end drain valves at low points in water piping for water heaters that do not have tank drains. Refer to Division 15 Section "Plumbing Specialties" for drain valves.

F. Install thermometers on water heater inlet and outlet piping

1. Exception: Omit thermometers for the following:

a. Commercial, point-of-use, water heater inlet piping.
b. Water heater with thermometer outlet piping.

G. Fill water heaters with water.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to machine to allow service and maintenance.

C. Connect hot- and cold-water piping with shutoff valves and unions. Connect hot-water-circulating piping with shutoff valve, check valve, and union.

D. Make connections with dielectric fittings where piping is made of dissimilar metal.

E. Electrical Connections: Power wiring and disconnect switches are specified in Division 16 Sections. Arrange wiring to allow unit service.

F. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL Standards.

3.4 FIELD QUALITY CONTROL

A. In addition to manufacturer's written installation and startup checks, perform the following:

1. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
2. Verify that piping system tests are complete.
3. Check for piping connection leaks.
4. Check for clear relief valve inlets, outlets, and drain piping.
5. Check operation of circulators.
6. Test operation of safety controls, relief valves, and devices.
7. Energize electric circuits.
8. Adjust operating controls.
9. Adjust hot-water-outlet temperature settings. Do not set above 140 deg F (60 deg C) unless piping system application requires higher temperature.
10. Balance water flow through manifolds of multiple-unit installations.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain water heaters.

1. Train Owner's maintenance personnel on procedures for starting and stopping, troubleshooting, servicing, and maintaining equipment.
2. Review data in maintenance manuals. Refer to Division 1.
3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION

SECTION 15815

METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes rectangular, round, and flat-oval metal ducts and plenums for heating, ventilating, and air-conditioning systems in pressure classes from minus 2- to plus 10-inch wg (minus 500 to plus 2490 Pa).

B. Related Sections include the following:

1. Division 15 Section "Duct Accessories" for dampers, sound-control devices, duct-mounted access doors and panels, turning vanes, and flexible ducts.
2. Division 15 Section "Diffusers, Registers, and Grilles."
3. Division 15 Section "Testing, Adjusting, and Balancing" for air balancing and final adjusting of manual-volume dampers.

1.3 DEFINITIONS

A. Thermal Conductivity and Apparent Thermal Conductivity (k-Value): As defined in ASTM C 168. In this Section, these values are the result of the formula Btu x in./h x sq. ft. x deg F or W/m x K at the temperature differences specified. Values are expressed as Btu or W.

1.4 SYSTEM DESCRIPTION

A. Duct system design, as indicated, has been used to select and size air-moving and -distribution equipment and other components of air system. Changes to layout or configuration of duct system must be specifically approved in writing by Architect.

1.5 SUBMITTALS

A. Product Data: For duct liner and sealing materials.

B. Shop Drawings: Show details of the following:

1. Duct layout indicating pressure classifications and sizes on plans.
2. Fittings.
3. Penetrations through fire-rated and other partitions.

C. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating penetrations and ceiling-mounted items. Show the following:

1. Ceiling- and wall-mounted access doors and panels required to provide access to dampers and other operating devices.
2. Coordination with ceiling-mounted items, including lighting fixtures, diffusers, grilles, speakers, sprinkler heads, access panels, and special moldings.

D. Duct Construction Standards: Provide a copy of the duct construction standards to be used for each pressure classification in this project. Duct Construction Standards must comply with the latest edition of SMACNA "HVAC Duct Construction Standards – Metal and Flexible."

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

F. Record Drawings: Indicate actual routing, fitting details, reinforcement, support, and installed accessories and devices.

1.6 QUALITY ASSURANCE

A. Welding Standards: Qualify welding procedures and welding personnel to perform welding processes for this Project according to AWS D1.1, "Structural Welding Code--Steel," for hangers and supports; AWS D1.2, "Structural Welding Code--Aluminum," for aluminum supporting members; and AWS D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," unless otherwise indicated.

C. Comply with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems," unless otherwise indicated.

D. Comply with NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations," Chapter 3, "Duct System," for range hood ducts, unless otherwise indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver sealant and firestopping materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle sealant and firestopping materials according to manufacturer's written recommendations.

C. Deliver and store stainless-steel sheets with mill-applied adhesive protective paper maintained through fabrication and installation

D. Deliver and store all ductwork with protective material until installation. Any material left exposed to moisture and/or particulates shall be removed and replaced.

E. Any installed ductwork or piping system left temporarily incomplete shall be covered with protective material until final connections can be installed.

F. All ductwork and/or liner insulation to be wrapped with protective material until installation. Any ductwork or insulation left exposed to the environment or contaminating particulate matter shall be replaced at the contractor's expense.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Galvanized, Sheet Steel: Lock-forming quality; ASTM A 653/A 653M, G90 (Z275) coating designation; mill-phosphatized finish for surfaces of ducts exposed to view.

B. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets; commercial quality; with oiled, exposed matte finish.

C. Stainless Steel: ASTM A 480/A 480M, Type 316, sheet form with No. 4 finish for surfaces of ducts exposed to view; and Type 304, sheet form with No. 1 finish for concealed ducts.

D. Reinforcement Shapes and Plates: Galvanized steel reinforcement where installed on galvanized, sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

E. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for 36-inch (900-mm) length or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 SEALANT MATERIALS

A. Joint and Seam Sealants, General: The term "sealant" is not limited to materials of adhesive or mastic nature but includes tapes and combinations of open-weave fabric strips and mastics.

1. Joint and Seam Sealant: One-part, nonsag, solvent-release-curing, polymerized butyl sealant, formulated with a minimum of 75 percent solids.

2. Flanged Joint Mastics: One-part, acid-curing, silicone, elastomeric joint sealants, complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.

2.3 HANGERS AND SUPPORTS

A. Hanger Materials: Galvanized, sheet steel or round, threaded steel rod.

1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rod or galvanized rods with threads painted after installation.

2. Straps and Rod Sizes: Comply with latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for sheet steel width and thickness and for steel rod diameters.

B. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

C. Trapeze and Riser Supports: Steel shapes complying with ASTM A 36/A 36M.

1. Supports for Galvanized-Steel Ducts: Galvanized steel shapes and plates.

2. Supports for Stainless-Steel Ducts: Stainless-steel support materials.

3. Supports for Aluminum Ducts: Aluminum support materials, unless materials are electrolytically separated from ductwork.

2.4 RECTANGULAR DUCT FABRICATION

A. General: Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction with galvanized, sheet steel, according to the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." Comply with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.

1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure classification.

2. Materials: Free from visual imperfections such as pitting, seam marks, roller marks, stains, and discolorations.

B. Fabricate range hood exhaust ducts with 0.0598-inch- (1.5-mm-) thick, galvanized sheet for concealed ducts and 0.0500-inch- (1.3-mm-) thick stainless steel for exposed ducts. Weld and flange seams and joints. Comply with NFPA 96.

C. Fabricate dishwasher hood exhaust ducts with 0.0500-inch- (1.3-mm-) thick stainless steel. Weld and flange seams and joints.

D. Static-Pressure Classifications: Unless otherwise indicated, construct ducts to the following:

1. Supply Ducts between AHU and Air Terminal Units: 3-inch wg (750 Pa).

2. Supply Ducts after air terminal units and on constant volume supply equipment: 1-inch wg (250 Pa), positive pressure

3. Return Ducts: 1-inch wg (500 Pa), negative pressure.

4. Exhaust Ducts: 1-inch wg (500 Pa), negative pressure.

E. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches (480 mm) and larger and 0.0359 inch (0.9 mm) thick or less, with more than 10 sq. ft. (0.93 sq. m) of unbraced panel area, unless ducts are lined.

2.5 ROUND FABRICATION

A. Round Ducts: Fabricate spiral seam supply and return ducts of galvanized steel according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." Snap Lock Longitudinal seam ductwork will not be allowed. Adjustable elbows will not be allowed.

B. Spiral seam round or oval duct may be substituted for rectangular duct at the contractors option. Spiral seam ductwork sizing must result in the same or less pressure drop than the rectangular duct indicated on the plans.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION, GENERAL

A. Duct installation requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of ducts, fittings, and accessories.

B. Construct and install each duct system for the specific duct pressure classification indicated.

C. Install round ducts in lengths not less than 10 feet (3 m), unless interrupted by fittings.

D. Install ducts with fewest possible joints.

E. Install fabricated fittings for changes in directions, changes in size and shape, and connections.

F. Install couplings tight to duct wall surface with a minimum of projections into duct.

G. Install ducts, unless otherwise indicated, vertically and horizontally, parallel and perpendicular to building lines; avoid diagonal runs.

H. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

I. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

J. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions, unless specifically indicated.

K. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.

L. Electrical Equipment Spaces: Route ductwork to avoid passing through transformer vaults and electrical equipment spaces and enclosures.

M. Non-Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, and are exposed to view, conceal space between construction opening and duct or duct insulation with sheet metal flanges of same metal thickness as duct. Overlap opening on four sides by at least 1-1/2 inches (38 mm).

N. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire damper, sleeve, and firestopping sealant. Fire and smoke dampers are specified in Division 15 Section "Duct Accessories." Firestopping materials and installation methods are specified in Division 7 Sections.

3.2 RANGE HOOD EXHAUST DUCT INSTALLATIONS

A. Install ducts to allow for thermal expansion of ductwork through 2000 deg F (1100 deg C) temperature range.

B. Install ducts without dips or traps that may collect residues, unless traps have continuous or automatic residue removal.

C. Install access openings at each change in direction and at 15-foot (4.6-m) intervals; locate on sides of duct a minimum of 1-1/2 inches (38 mm) from bottom; and fit with grease-tight covers of same material as duct.

D. Do not penetrate fire-rated assemblies.

3.3 DISHWASHER EXHAUST DUCT INSTALLATIONS

A. Install dishwasher exhaust ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

3.4 SEAM AND JOINT SEALING

A. General: Seal duct seams and joints according to the duct pressure class indicated and as described in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." All duct to be sealed to SMACNA seal class A which requires sealing all tranverse joints, longitudinal seams and duct wall penetratrions regardless of pressure classification.

B. Seal externally insulated ducts before insulation installation.

C. All ducts shall be inspected after sealing is complete and prior to insulation installation. Provide the engineer with a minimum 7 days notice prior to beginning duct insulation.

3.5 HANGING AND SUPPORTING

A. Install rigid round and rectangular metal duct with support systems indicated in the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B. Support horizontal ducts within 24 inches (600 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.

C. Support vertical ducts at a maximum interval of 16 feet (5 m) and at each floor.

D. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.

3.6 CONNECTIONS

A. Connect equipment with flexible connectors according to Division 15 Section "Duct Accessories."

B. For branch, outlet and inlet, and terminal unit connections, comply with the latest edition of SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

3.7 FIELD QUALITY CONTROL

A. Disassemble, reassemble, and seal segments of systems as required to accommodate leakage testing and as required for compliance with test requirements.

B. 25% of the duct installed after the air handling units and prior to the air terminal units shall be tested in the presence of the Architect, at static pressures equal to maximum design pressure of system or section being tested. The sections of duct to be tested shall be chosen by the architect or engineer after installation of the duct. If pressure classifications are not indicated, test entire system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure. Give seven days' advance notice for testing.

C. Leakage Test: Perform tests according to SMACNA's "HVAC Air Duct Leakage Test Manual."

D. Maximum Allowable Leakage: Comply with requirements for Leakage Classification 3 for round, Leakage Classification 12 for rectangular ducts in pressure classifications less than and equal to 2-inch wg (500 Pa) (both positive and negative pressures), and Leakage Classification 6 for pressure classifications from 2- to 10-inch wg (500 to 2490 Pa).

E. Remake leaking joints and retest until leakage is less than maximum allowable.

3.8 CLEANING

A. After completing system installation, including outlet fittings and devices, inspect the system. Vacuum ducts before final acceptance to remove dust and debris.

END OF SECTION

SECTION 15820
DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Backdraft dampers.
2. Manual-volume dampers.
3. Fire dampers.
4. Turning vanes.
5. Duct-mounted access doors and panels.
6. Flexible ducts.
7. Flexible connectors.
8. Duct accessory hardware.

B. Related Sections include the following:

1. Division 8 Sections for wall- and ceiling-mounted access doors and panels.
2. Division 10 Sections for intake and relief louvers and vents connected to ducts and installed in exterior walls.
3. Division 15 Section "Diffusers, Registers, and Grilles."
4. Division 16 Sections for duct-mounted fire and smoke detectors.

1.3 SUBMITTALS

A. Product Data: For the following:

1. Backdraft dampers.
2. Manual-volume dampers.
3. Fire dampers.
4. Duct-mounted access doors and panels.
5. Flexible ducts.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, location, and size of each field connection. Detail the following:

1. Special fittings and manual- and automatic-volume-damper installations.
2. Fire-damper installations, including sleeves and duct-mounted access doors and panels.

C. Product Certificates: Submit certified test data on dynamic insertion loss; self-noise power levels; and airflow performance data, static-pressure loss, dimensions, and weights.

1.4 QUALITY ASSURANCE

A. NFPA Compliance: Comply with the following NFPA standards:

1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

1.5 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.

1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Galvanized, Sheet Steel: Lock-forming quality; ASTM A 653/A 653M, G90 (Z275) coating designation; mill-phosphatized finish for surfaces of ducts exposed to view.

B. Carbon-Steel Sheets: ASTM A 366/A 366M, cold-rolled sheets, commercial quality, with oiled, exposed matte finish.

C. Reinforcement Shapes and Plates: Galvanized steel reinforcement where installed on galvanized, sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for 36-inch (900-mm) length or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.2 BACKDRAFT DAMPERS

A. Description: Suitable for horizontal or vertical installations.

B. Frame: 0.052-inch- (1.3-mm-) thick, galvanized, sheet steel, with welded corners and mounting flange.

C. Blades: 0.025-inch- (0.6-mm-) thick, roll-formed aluminum.

D. Blade Seals: Vinyl.

E. Blade Axles: Galvanized steel.

F. Tie Bars and Brackets: Galvanized steel.

G. Return Spring: Adjustable tension.

2.3 MANUAL-VOLUME DAMPERS

A. General: Factory fabricated with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.

B. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.

1. Steel Frames: Hat-shaped, galvanized, sheet steel channels, minimum of 0.064 inch (1.62 mm) thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls; and flangeless frames where indicated for installing in ducts.
2. Roll-Formed Steel Blades: 0.064-inch- (1.62-mm-) thick, galvanized, sheet steel.
3. Blade Axles: Galvanized steel.
4. Tie Bars and Brackets: Galvanized steel.

C. Jackshaft: 1-inch- (25-mm-) diameter, galvanized steel pipe rotating within a pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.

1. Length and Number of Mountings: Appropriate to connect linkage of each damper of a multiple-damper assembly.

D. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch- (2.4-mm-) thick zinc-plated steel, and a 3/4-inch (19-mm) hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.

2.4 FIRE DAMPERS

A. General: Labeled to UL 555.

B. Fire Rating: One and one-half hours.

C. Fire Rating: One and one-half hours.

D. Frame: SMACNA Type B with blades out of airstream; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.

E. Mounting Sleeve: Factory- or field-installed galvanized, sheet steel.

1. Minimum Thickness: 0.052 inch (1.3 mm) or 0.138 inch (3.5 mm) thick as indicated, and length to suit application.
2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall or floor, and thickness of damper frame complies with sleeve requirements.

F. Mounting Orientation: Vertical or horizontal as indicated.

G. Blades: Roll-formed, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized, sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized steel blade connectors.

H. Horizontal Dampers: Include a blade lock and stainless-steel negator closure spring.

I. Fusible Link: Replaceable, 165 deg F (74 deg C) rated as indicated.

2.5 TURNING VANES

A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B. Acoustic Turning Vanes: Fabricate of airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

2.6 DUCT-MOUNTED ACCESS DOORS AND PANELS

A. General: Fabricate doors and panels airtight and suitable for duct pressure class.

B. Frame: Galvanized, sheet steel, with bend-over tabs and foam gaskets.

C. Door: Double-wall, galvanized, sheet metal construction with insulation fill and thickness, and number of hinges and locks as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch (25-by-25-mm) butt or piano hinge and cam latches.

D. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

E. Insulation: 1-inch- (25-mm-) thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE CONNECTORS

A. General: Flame-retarded or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.

B. Standard Metal-Edged Connectors: Factory fabricated with a strip of fabric 3-1/2 inches (89 mm) wide attached to two strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

C. Extra-Wide Metal-Edged Connectors: Factory fabricated with a strip of fabric 5-3/4 inches (146 mm) wide attached to two strips of 2-3/4-inch- (70-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

D. Transverse Metal-Edged Connectors: Factory fabricated with a strip of fabric 3-1/2 inches (89 mm) wide attached to two strips of 4-3/8-inch- (111-mm-) wide, 0.028-inch- (0.7-mm-) thick, galvanized, sheet steel or 0.032-inch (0.8-mm) aluminum sheets. Select metal compatible with connected ducts.

E. Conventional, Indoor System Flexible Connector Fabric: Glass fabric double coated with polychloroprene.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp, and 360 lbf/inch (63 N/mm) in the filling.

F. Conventional, Outdoor System Flexible Connector Fabric: Glass fabric double coated with a synthetic-rubber, weatherproof coating resistant to the sun's ultraviolet rays and ozone environment.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).

2. Tensile Strength: 530 lbf/inch (93 N/mm) in the warp, and 440 lbf/inch (77 N/mm) in the filling.

2.8 FLEXIBLE DUCTS

A. General: Comply with UL 181, Class 1.

B. Flexible Ducts, Insulated: Factory-fabricated, insulated, round duct, with an outer jacket enclosing 1-1/2-inch- (38-mm-) thick, glass-fiber insulation around a continuous inner liner.

1. Reinforcement: Steel-wire helix encapsulated in inner liner.
2. Outer Jacket: Polyethylene film.
3. Inner Liner: Polyethylene film.

C. Pressure Rating: 6-inch wg (1500 Pa) positive, 1/2-inch wg (125 Pa) negative.

2.9 ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments, and length to suit duct insulation thickness.

B. Splitter Damper Accessories: Zinc-plated damper blade bracket; 1/4-inch (6-mm), zinc-plated operating rod; and a duct-mounted, ball-joint bracket with flat rubber gasket and square-head set screw.

C. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 to 18 inches (75 to 450 mm) to suit duct size.

D. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details shown in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for metal ducts and NAIMA's "Fibrous Glass Duct Construction Standards" for fibrous-glass ducts.

B. Install volume dampers in lined duct; avoid damage to and erosion of duct liner.

C. Provide test holes at fan inlet and outlet and elsewhere as indicated.

D. Install fire and smoke dampers according to manufacturer's UL-approved written instructions.

1. Install fusible links in fire dampers.

E. Install duct access panels for access to both sides of duct coils. Install duct access panels downstream from volume dampers, fire dampers, turning vanes, and equipment.

1. Install duct access panels to allow access to interior of ducts for cleaning, inspecting, adjusting, and maintaining accessories and terminal units.
2. Install access panels on side of duct where adequate clearance is available.

F. Label access doors according to Division 15 Section "Mechanical Identification."

3.2 ADJUSTING

A. Adjust duct accessories for proper settings.

B. Adjust fire dampers for proper action.

C. Final positioning of manual-volume dampers is specified in Division 15 Section "Testing, Adjusting, and Balancing."

END OF SECTION

SECTION 15837
CENTRIFUGAL FANS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes centrifugal fans and vent sets.

1.3 PERFORMANCE REQUIREMENTS

A. Project Altitude: Base air ratings on actual site elevations.

B. Operating Limits: Classify according to AMCA standards.

1.4 SUBMITTALS

A. Product Data: Include rated capacities, furnished specialties, and accessories for each unit scheduled and include the following:

1. Certified fan performance curves with system operating conditions indicated.
2. Certified fan sound-power ratings.
3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
4. Material gages and finishes, including color charts.
5. Dampers, including housings, linkages, and operators.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring. Differentiate between manufacturer-installed and field-installed wiring.

C. Maintenance Data: For centrifugal fans to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. AMCA Compliance: Products shall comply with performance requirements and shall be licensed to use the AMCA-Certified Ratings Seal.

C. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver fans as factory-assembled units, to the extent allowable by shipping limitations, with protective crating and covering.

B. Disassemble and reassemble units, as required for moving to the final location, according to manufacturer's written instructions.

C. Lift and support units with manufacturer's designated lifting or supporting points.

1.7 COORDINATION

A. Coordinate size and location of structural support members and/or shaft locations.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 7.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Belts: One set for each belt-driven unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cook, Loren Company.
2. Greenheck.

2.2 HOUSINGS

A. Roof Mounted Centrifugal Exhaust Fan.
1. The fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum structural components shall be constructed of minimum 16 gauge marine alloy aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have continuously welded curb cap corners for maximum leak protection. The discharge baffle shall have a rolled bead for added strength. An integral conduit chase shall be provided through the curb cap and into the motor compartment to facilitate wiring connections. Bearings and drives shall be mounted on a minimum 14 gauge steel power assembly, isolated from the unit structure with rubber vibration isolators. These

components shall be enclosed in a weather-tight compartment, separated from the exhaust airstream. Unit shall bear an engraved aluminum nameplate and shall be shipped in ISTA certified transit tested packaging.

2.3 WHEELS

A. Roof Mounted Centrifugal Exhaust Fan
   1. Wheel shall be centrifugal backward inclined, constructed of 100% aluminum, including a precision machined cast aluminum hub. Wheel inlet shall overlap an aerodynamic aluminum inlet cone to provide maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204-96, Balance Quality and Vibration Levels for Fans.

2.4 SHAFTS

A. Statically and dynamically balanced and selected for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation.

B. Turned, ground, and polished hot-rolled steel with keyway. Ship with a protective coating of lubricating oil.

C. Designed to operate at no more than 70 percent of first critical speed at top of fan's speed range.

2.5 BEARINGS

A. Prelubricated and Sealed Shaft Bearings: Self-aligning, pillow-block-type ball bearings.

   1. Ball-Bearing Rating Life: ABMA 9, L_{50} of 200,000 hours.
   2. Roller-Bearing Rating Life: ABMA 11, L_{50} of 200,000 hours.

2.6 BELT DRIVES

A. Description: Factory mounted, with final alignment and belt adjustment made after installation.

   1. Service Factor Based on Fan Motor: 1.5.

B. Fan Pulleys: Cast iron or cast steel with split, tapered bushing; dynamically balanced at factory.

C. Motor Pulleys: Adjustable pitch for use with motors through 5 hp; fixed pitch for use with motors larger than 5 hp. Select pulley so pitch adjustment is at the middle of adjustment range at fan design conditions.

D. Belts: Oil resistant, nonsparking, and nonstatic; matched sets for multiple belt drives.

E. Motor Mount: Adjustable for belt tensioning.

2.7 ACCESSORIES

A. Scroll Access Doors: Shaped to conform to scroll, with quick-opening latches and gaskets.

B. Companion Flanges: Galvanized steel, for duct connections.

C. Scroll Drain Connection: NPS 1 (DN 25) steel pipe coupling welded to low point of fan scroll.

D. Shaft Cooler: Metal disk between bearings and fan wheel, designed to dissipate heat from shaft.

E. Spark-Resistant Construction: AMCA 99 (where required).

F. Shaft Seals: Airtight seals installed around shaft on drive side of single-width fans.

G. Weather Cover: Enameled-steel sheet with ventilation slots, bolted to housing.

2.8 MOTORS

A. Refer to Division 15 Section "Motors" for general requirements for factory-installed motors.

B. Motor Construction: NEMA MG 1, general purpose, continuous duty, high efficiency, Design B.

C. Enclosure Type: [Open dripproof] [Totally enclosed, fan cooled].

2.9 SOURCE QUALITY CONTROL

A. Sound-Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.

B. Fan Performance Ratings: Establish flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests and ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install centrifugal fans level and plumb.

B. Install units with clearances for service and maintenance.

C. Label fans according to requirements specified in Division 15 Section "Mechanical Identification."

3.2 CONNECTIONS

A. Duct installation and connection requirements are specified in other Division 15 Sections. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Division 15 Section "Duct Accessories."

B. Install ducts adjacent to fans to allow service and maintenance.

C. Ground equipment.

D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Equipment Startup Checks:

1. Verify that shipping, blocking, and bracing are removed.
2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
3. Verify that cleaning and adjusting are complete.
4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
5. Verify lubrication for bearings and other moving parts.

B. Starting Procedures:

1. Energize motor and adjust fan to indicated rpm.
2. Measure and record motor voltage and amperage.

C. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.

D. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Shut unit down and reconnect automatic temperature-control operators.

F. Refer to Division 15 Section "Testing, Adjusting, and Balancing" for testing, adjusting, and balancing procedures.

G. Replace fan and motor pulleys as required to achieve design airflow.

H. Repair or replace malfunctioning units. Retest as specified above after repairs or replacements are made.

3.4 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Adjust belt tension.

C. Lubricate bearings.

3.5 CLEANING

A. On completion of installation, internally clean fans according to manufacturer's written instructions. Remove foreign material and construction debris. Vacuum fan wheel and cabinet.

B. After completing system installation, including outlet fitting and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain centrifugal fans.

1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.
2. Review data in maintenance manuals. Refer to Division 1 Section "Closeout Procedures."
3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION

SECTION 15855
DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

B. Related Sections include the following:

1. Division 10 Sections for fixed and adjustable louvers and wall vents, whether or not they are connected to ducts.
2. Division 15 Section "Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.
3. Division 15 Section "Testing, Adjusting, and Balancing" for balancing diffusers, registers, and grilles.

1.3 DEFINITIONS

A. Diffuser: Circular, square, or rectangular air distribution outlet, generally located in the ceiling and comprised of deflecting members discharging supply air in various directions and planes and arranged to promote mixing of primary air with secondary room air.

B. Grille: A louvered or perforated covering for an opening in an air passage, which can be located in a sidewall, ceiling, or floor.

C. Register: A combination grille and damper assembly over an air opening.

1.4 SUBMITTALS

A. Product Data: For each model indicated, include the following:

1. Data Sheet: For each type of air outlet and inlet, and accessory furnished; indicate construction, finish, and mounting details.
2. Performance Data: Include throw and drop, static-pressure drop, and noise ratings for each type of air outlet and inlet.
3. Schedule of diffusers, registers, and grilles indicating drawing designation, room location, quantity, model number, size, and accessories furnished.
4. Assembly Drawing: For each type of air outlet and inlet; indicate materials and methods of assembly of components.

B. Coordination Drawings: Reflected ceiling plans and wall elevations drawn to scale to show locations and coordination of diffusers, registers, and grilles with other items installed in ceilings and walls.

1.5 QUALITY ASSURANCE

A. NFPA Compliance: Install diffusers, registers, and grilles according to NFPA 90A, "Standard for the Installation of Air-Conditioning and Ventilating Systems."

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

A. Diffusers, registers, and grilles are scheduled on Drawings.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Titus.
2. Price

2.2 SOURCE QUALITY CONTROL

A. Testing: Test performance according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb, according to manufacturer's written instructions, Coordination Drawings, original design, and referenced standards.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. . Coordinate device locations with ceiling grid, sprinklers, and lights. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers, registers, and grilles with airtight connection to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

3.4 CLEANING

A. After installation of diffusers, registers, and grilles, inspect exposed finish. Clean exposed surfaces to remove burrs, dirt, and smudges. Replace diffusers, registers, and grilles that have damaged finishes.

END OF SECTION

SECTION 15990
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes testing, adjusting, and balancing HVAC systems to produce design objectives, including the following:

1. Balancing airflow and water flow within distribution systems, including submains, branches, and terminals, to indicated quantities according to specified tolerances.
2. Adjusting total HVAC systems to provide indicated quantities.
3. Measuring electrical performance of HVAC equipment.
4. Setting quantitative performance of HVAC equipment.
5. Verifying that automatic control devices are functioning properly.
6. Reporting results of the activities and procedures specified in this Section.

B. Related Sections include the following:

1. Testing and adjusting requirements unique to particular systems and equipment are included in the Sections that specify those systems and equipment.
2. Field quality-control testing to verify that workmanship quality for system and equipment installation is specified in system and equipment Sections.

1.3 DEFINITIONS

A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.

B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to design quantities.

C. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.

D. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.

E. Report Forms: Test data sheets for recording test data in logical order.

F. Static Head: The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.

G. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.

H. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

I. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.

J. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.

K. Test: A procedure to determine quantitative performance of a system or equipment.

L. Testing, Adjusting, and Balancing Agent: The entity responsible for performing and reporting the testing, adjusting, and balancing procedures.

M. AABC: Associated Air Balance Council.

N. CTI: Cooling Tower Institute.

O. NEBB: National Environmental Balancing Bureau.

P. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

A. Quality-Assurance Submittals: Within 30 days from the Contractor's Notice to Proceed, submit 2 copies of evidence that the testing, adjusting, and balancing Agent and this Project's testing, adjusting, and balancing team members meet the qualifications specified in the "Quality Assurance" Article below.

B. Certified Testing, Adjusting, and Balancing Reports: Submit 2 copies of reports prepared, as specified in this Section, on approved forms certified by the testing, adjusting, and balancing Agent.

C. Warranty: Submit 2 copies of special warranty specified in the "Warranty" Article below.

1.5 QUALITY ASSURANCE

A. Agent Qualifications for larger projects: Engage a testing, adjusting, and balancing agent certified by AABC.

B. Agent Qualifications for smaller projects: Engage a testing, adjusting, and balancing agent certified by NEBB.

C. Certification of Testing, Adjusting, and Balancing Reports: Certify the testing, adjusting, and balancing field data reports. This certification includes the following:

1. Review field data reports to validate accuracy of data and to prepare certified testing, adjusting, and balancing reports.

2. Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification.

D. Testing, Adjusting, and Balancing Reports: Use standard forms from AABC's "National Standards for Testing, Adjusting, and Balancing."

E. Testing, Adjusting, and Balancing Reports: Use standard forms from NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems."

F. Instrumentation Type, Quantity, and Accuracy: As described in AABC national standards.

G. Instrumentation Type, Quantity, and Accuracy: As described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."

H. Instrumentation Calibration: Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer.

1.6 PROJECT CONDITIONS

A. Partial Owner Occupancy: The Owner may occupy completed areas of the building before Substantial Completion. Cooperate with the Owner during testing, adjusting, and balancing operations to minimize conflicts with the Owner's operations.

1.7 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist testing, adjusting, and balancing activities.

B. Notice: Provide 7 days' advance notice for each test. Include scheduled test dates and times.

C. Perform testing, adjusting, and balancing after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

1.8 WARRANTY

A. General Warranty: The national project performance guarantee specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Contract Documents to become familiar with project requirements and to discover conditions in systems' designs that may preclude proper testing, adjusting, and balancing of systems and equipment.

1. Contract Documents are defined in the General and Supplementary Conditions of the Contract.
2. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

B. Examine approved submittal data of HVAC systems and equipment.

C. Examine project record documents described in Division 1.

D. Examine Architect's and Engineer's design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data, including fan and pump curves. Relate performance data to project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce the performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.

F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Specification Sections have been performed.

G. Examine system and equipment test reports.

H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.

I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.

J. Examine air-handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

K. Examine terminal units, such as variable-air-volume boxes and mixing boxes, to verify that they are accessible and their controls are connected and functioning.

L. Examine equipment for installation and for properly operating safety interlocks and controls.

M. Examine automatic temperature system components to verify the following:

1. Dampers, valves, and other controlled devices operate by the intended controller.
2. Dampers and valves are in the position indicated by the controller.
3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units, mixing boxes, and variable-air-volume terminals.
4. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
5. Sensors are located to sense only the intended conditions.
6. Sequence of operation for control modes is according to the Contract Documents.
7. Controller set points are set at design values. Observe and record system reactions to changes in conditions. Record default set points if different from design values.
8. Interlocked systems are operating.
9. Changeover from heating to cooling mode occurs according to design values.

N. Report deficiencies discovered before and during performance of testing, adjusting, and balancing procedures.

3.2 PREPARATION

A. Complete system readiness checks and prepare system readiness reports. Verify the following:

1. Permanent electrical power wiring is complete.
2. Automatic temperature-control systems are operational.
3. Equipment and duct access doors are securely closed.
4. Balance, fire dampers are open.
5. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
6. Windows and doors can be closed so design conditions for system operations can be met.

3.3 GENERAL TESTING AND BALANCING PROCEDURES

A. Perform testing and balancing procedures on each system according to the procedures contained in AABC national standards and this Section.

B. Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.

C. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to the insulation Specifications for this Project.

D. Mark equipment settings with paint or other suitable, permanent identification material, including damper-control positions, valve indicators, fan-speed-control levers, and similar controls and devices, to show final settings.

3.4 FUNDAMENTAL AIR SYSTEMS' BALANCING PROCEDURES

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Check the airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.

E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

F. Verify that motor starters are equipped with properly sized thermal protection.

G. Check dampers for proper position to achieve desired airflow path.

H. Check for airflow blockages.

I. Check condensate drains for proper connections and functioning.

J. Check for proper sealing of air-handling unit components.

3.5 CONSTANT-VOLUME AIR SYSTEMS' BALANCING PROCEDURES

A. The procedures in this Article apply to constant-volume supply-, return-, and exhaust-air systems.

B. Adjust fans to deliver total design airflows within the maximum allowable rpm listed by the fan manufacturer.

1. Measure fan static pressures to determine actual static pressure as follows:

    a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
    b. Measure static pressure directly at the fan outlet or through the flexible connection.
    c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.

2. Measure static pressure across each air-handling unit component.

    a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.

3. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
4. Adjust fan speed higher or lower than design with the approval of the Architect. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure no overload will occur. Measure amperage in full cooling, full heating, and economizer modes to determine the maximum required brake horsepower.

C. Adjust volume dampers for main duct, submain ducts, and major branch ducts to design airflows within specified tolerances.

1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.

   a. Where sufficient space in submains and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submains and branch ducts to design airflows within specified tolerances.

D. Measure terminal outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or the outlet manufacturer's written instructions and calculating factors.

E. Adjust terminal outlets and inlets for each space to design airflows within specified tolerances of design values. Make adjustments using volume dampers rather than extractors and the dampers at the air terminals.

1. Adjust each outlet in the same room or space to within specified tolerances of design quantities without generating noise levels above the limitations prescribed by the Contract Documents.
2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer, model, and serial numbers.
2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating if high-efficiency motor.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.7 CONDENSING UNITS

A. Verify proper rotation of fans and measure entering- and leaving-air temperatures. Record compressor data.

3.8 HEAT-TRANSFER COILS

A. Electric-Heating Coils: Measure the following data for each coil:

1. Nameplate data.
2. Airflow.
3. Entering- and leaving-air temperatures at full load.
4. Voltage and amperage input of each phase at full load and at each incremental stage.
5. Calculated kW at full load.
6. Fuse or circuit-breaker rating for overload protection.

3.9 TEMPERATURE TESTING

A. During testing, adjusting, and balancing, report need for adjustment in temperature regulation within the automatic temperature-control system.

B. Measure outside-air, wet- and dry-bulb temperatures.

3.10 TEMPERATURE-CONTROL VERIFICATION

A. Verify that controllers are calibrated and commissioned.

B. Check transmitter and controller locations and note conditions that would adversely affect control functions.

C. Record controller settings and note variances between set points and actual measurements.

D. Verify operation of limiting controllers (i.e., high- and low-temperature controllers).

E. Verify free travel and proper operation of control devices such as damper and valve operators.

F. Verify sequence of operation of control devices. Note air pressures and device positions and correlate with airflow and water-flow measurements. Note the speed of response to input changes.

G. Confirm interaction of electrically operated switch transducers.

H. Confirm interaction of interlock and lockout systems.

I. Verify main control supply-air pressure and observe compressor and dryer operations.

J. Record voltages of power supply and controller output. Determine if the system operates on a grounded or nongrounded power supply.

K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.11 TOLERANCES

A. Set HVAC system airflow and water flow rates within the following tolerances:

1. Supply and Exhaust Fans: Plus 5 to plus 10 percent.
2. Air Outlets and Inlets: 0 to minus 10 percent.
3. Cooling-Water Flow Rate: 0 to minus 5 percent.

3.12 FINAL REPORT

A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in 3-ring binder, tabulated and divided into sections by tested and balanced systems.

B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.

1. Include a list of the instruments used for procedures, along with proof of calibration.

C. Final Report Contents: In addition to the certified field report data, include the following:
1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance, but do not include approved Shop Drawings and Product Data.

D. General Report Data: In addition to the form titles and entries, include the following data in the final report, as applicable:

1. Title page.
2. Name and address of testing, adjusting, and balancing Agent.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of testing, adjusting, and balancing Agent who certifies the report.
10. Summary of contents, including the following:

    a. Design versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

11. Nomenclature sheets for each item of equipment.
12. Data for terminal units, including manufacturer, type size, and fittings.
13. Notes to explain why certain final data in the body of reports vary from design values.
14. Test conditions for fans and pump performance forms, including the following:

    a. Settings for outside-, return-, and exhaust-air dampers.
    b. Conditions of filters.
    c. Cooling coil, wet- and dry-bulb conditions.
    d. Face and bypass damper settings at coils.
    e. Fan drive settings, including settings and percentage of maximum pitch diameter.
    f. Settings for supply-air, static-pressure controller.
    g. Other system operating conditions that affect performance.

E. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present with single-line diagrams and include the following:

1. Quantities of outside, supply, return, and exhaust airflows.
2. Water and steam flow rates.
3. Duct, outlet, and inlet sizes.
4. Pipe and valve sizes and locations.
5. Terminal units.

6. Balancing stations.

F. Air-Handling Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data: Include the following:

   a. Unit identification.
   b. Location.
   c. Make and type.
   d. Model number and unit size.
   e. Manufacturer's serial number.
   f. Unit arrangement and class.
   g. Discharge arrangement.
   h. Sheave make, size in inches (mm), and bore.
   i. Number of belts, make, and size.
   j. Number of filters, type, and size.

2. Motor Data: Include the following:

   a. Make and frame type and size.
   b. Horsepower and rpm.
   c. Volts, phase, and hertz.
   d. Full-load amperage and service factor.

3. Test Data: Include design and actual values for the following:

   a. Total airflow rate in cfm (L/s).
   b. Total system static pressure in inches wg (Pa).
   c. Fan rpm.
   d. Discharge static pressure in inches wg (Pa).
   e. Preheat coil static-pressure differential in inches wg (Pa).
   f. Cooling coil static-pressure differential in inches wg (Pa).
   g. Heating coil static-pressure differential in inches wg (Pa).
   h. Outside airflow in cfm (L/s).
   i. Return airflow in cfm (L/s).
   j. Outside-air damper position.
   k. Return-air damper position.

G. Fan Test Reports: For exhaust fans, include the following:

1. Fan Data: Include the following:

   a. System identification.
   b. Location.
   c. Make and type.
   d. Model number and size.
   e. Manufacturer's serial number.
   f. Arrangement and class.

2. Motor Data: Include the following:

   a. Make and frame type and size.
   b. Horsepower and rpm.
   c. Volts, phase, and hertz.
   d. Full-load amperage and service factor.

e. Number of belts, make, and size.

3. Test Data: Include design and actual values for the following:

a. Total airflow rate in cfm (L/s).
b. Total system static pressure in inches wg (Pa).
c. Fan rpm.
d. Discharge static pressure in inches wg (Pa).
e. Suction static pressure in inches wg (Pa).

H. Condenser Reports: For refrigerant side of unitary systems, stand-alone refrigerant compressors, air-cooled condensing units, include the following:

1. Unit Data: Include the following:

a. Unit identification.
b. Location.
c. Unit make and model number.
d. Manufacturer's compressor serial numbers.
e. Compressor make.
f. Compressor model and serial numbers.
g. Refrigerant weight in lb (kg).

2. Test Data: Include design and actual values for the following:
a. Entering-air, dry-bulb temperature in deg F (deg C).
b. Leaving-air, dry-bulb temperature in deg F (deg C).
c. Control settings.
d. Unloader set points.
e. Low-pressure-cutout set point in psig (kPa).
f. High-pressure-cutout set point in psig (kPa).
g. Suction pressure in psig (kPa).
h. Suction temperature in deg F (deg C).
i. Condenser refrigerant pressure in psig (kPa).
j. Condenser refrigerant temperature in deg F (deg C).
k. Oil pressure in psig (kPa).
l. Oil temperature in deg F (deg C).
m. Voltage at each connection.
n. Amperage for each phase.
o. The kW input.
p. Number of fans.

3.13 ADDITIONAL TESTS

A. Within 90 days of completing testing, adjusting, and balancing, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION

SECTION 16010
SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 15 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

B. General Scope of Work:

1. Providing new panels, feeders, conduits, electrical meter, disconnect, fire alarm, rough-in for telephone and data system, new light fixtures.

1.4 COORDINATION

A. All electrical work shall be done under sub-contract to a General Contractor. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.

B. Work shall take place with minimal disruption to Owner's operations in areas surrounding the new building.

C. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

D. Fully coordinate with mechanical contractor for providing power to mechanical equipment.

1.5 UTILITIES

1. Coordinate with power company and provide conduit, and trenching from transformer to power source. Coordinate with water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.

1.6 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.
2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:

1. Temporary fencing around construction areas.

2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
3. Temporary fencing around equipment while site work is in progress.

1.7 SUBMITTALS

1. To extradite the submittal process more efficiently, do not piece-meal the submittals. Submit entire electrical in a bound enclosure. This will eliminate delays in the submittal process. Unbound submittals shall be returned without review. Submit 10 copies minimum.

END OF SECTION

SECTION 16020
BASIC ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions, Division 1 Specification Sections and all relevant documents shall form a part of this Division of the Specifications, and shall be incorporated in this Section and each Division 16 Section hereinafter as if repeated verbatim herein. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.

B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.

C. The specific features and details for other portions of the work related to the construction in progress or to the adjacent building shall be determined by examination at the site.

1.2 SCOPE OF WORK

A. The requirements contained in this Section apply to all work performed under Division 16 of these Specifications.

B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.

C. Refer to other Divisions of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section, even though this Contractor may be technically described as a Subcontractor, or an authorized representative.

B. If the Contractor, engaged to execute a portion of the work, employs a Subcontractor to perform some of that work, he shall be completely responsible for the proper execution of this Subcontractor's work, in full conformity with the Contract Documents.

1.4 RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, the Contractor shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.5 TERMINOLOGY

A. Whenever the words "furnish", "provide", "furnish and install", "provide and install", and similar phrases occur, it is the intent that the materials, equipment and devices described

be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.

B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

C. Whenever the words "Owner's Representative" occurs, it is intended to refer to the Architect, Engineer and/or specific Owner's Representative responsible for or capable of providing the necessary direction pertaining to the referenced issue.

1.6 ORDINANCES, PERMITS AND CODES

A. It shall be the Contractor's duty to perform the work and provide the materials covered by these specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.

B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.

C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.

D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.

E. The work shall be in accordance with, but shall not be limited to, the requirements of:
1. National Fire Protection Association
2. National Electrical Code
3. National Safety Code
4. State of Texas Safety Code
5. Local City Building Codes
6. State of Texas Building Codes

F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.7 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

B. Materials, equipment and devices furnished under this Division of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.

C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.

D. Space allocations for materials, equipment and devices have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.8 QUALITY ASSURANCE

A. Materials, equipment and devices shall be new and of the quality specified, and shall be

free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.

B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.9 REFERENCE STANDARDS

A. Materials, equipment, devices and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.

B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, laws and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply:

AABM - American Association of Battery Manufacturers
ADA - American's with Disabilities Act
AIA - American Institute of Architects
ANSI - American National Standards Institute
ASTM - American Society for Testing and Materials
CBM - Certified Ballast Manufacturers Association
ETL - Electrical Testing Laboratories
FM - Factory Mutual
ICEA - Insulated Cable Engineers Associated
IEEE - Institute of Electrical and Electronic Engineers
IES - Illuminating Engineering Society
IRI - Industrial Risk Insurance
NBS - National Bureau of Standards
NEC - National Electrical Code
NECA - National Electrical Contractors Association
NEMA - National Electrical Manufacturers Association
NESC - National Electrical Safety Code
NETA - National Electrical Testing Association
NFPA - National Fire Protection Association
UL - Underwriters Laboratories

1.10 DRAWINGS AND SPECIFICATIONS

A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:

1 The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.

2 The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.

B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though

called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

1 If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated for a complete operable system. Contractor is responsible to notifying the Architect and Engineer. In the event of this type of disagreement, the resolution shall be determined by the Owner's Representative. The contractor shall assume for an operable system at the most expensive combination as per the latest National Electrical Code. The contractor shall review all drawings and specifications prior to bid date.

2 The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Owner's Representative immediately, prior to bid date.

3 In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.

4 Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large scale details govern small scale drawings.

5 Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.

6 Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.

C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.

D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Owner's Representative for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.

E. Review the construction details of the building(s) as illustrated on the Drawings of the other portions of the work, i.e., architectural, structural, civil, landscape, etc., and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.

F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the architectural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. In cooperation with other Contractors, determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Owner's Representative, without additional cost to the Owner.

G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings as required for all critical areas illustrating the installation of the work in this Division as related to the work of all other Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met

and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.11 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 of the Specifications.

B. Process product data and shop drawings to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.

C. Submittals shall be provided for review and approval on all systems, equipment, devices and materials proposed for use on this project. Submittals shall include, but not be limited to, the following:

1 Lighting and Appliance Panelboards
2 Disconnect Switches
3 Circuit Breakers and Fuses
4 Materials: conduit, conductors, connectors, supports, etc.
5 Lighting Fixtures, Lamps and Control Systems/Devices
6 Wiring Devices
7 Transformers
8 Distribution Panelboards
9 Motor Control Center
10 As indicated on each submittal section

D. The product data shall not consist of manufacturer's catalogs or cut sheets that contain no indication of the exact item offered. The submission on individual items shall designate the exact item offered.

E. Do not submit detailed quantitative listings of materials, equipment and devices. It is the Contractor's responsibility to provide proper sizes and quantities to conform to Contract Documents.

F. Assemble submittals on related items procured from a single manufacturer in bound brochures or other suitable package form, rather than submitting a multiplicity of loose sheets.

G. Prepare shop drawings whenever equipment proposed varies in physical size and arrangement from that indicated thus causing rearrangement of equipment space, where tight spaces require extreme coordination between this work and other work, where called for elsewhere in these Specifications and where specifically requested by the Owner's Representative. Shop drawings shall be prepared at a scale of not less than 1/4 inch equals 1 foot.

H. The Contractor shall sign the submittal as an indication of compliance with the Contract Documents. If there are any deviations from the Contract Documents, he shall so indicate on the submittal. Any deviations not so indicated shall be cause for rejection and removal of the non-complying equipment at the Contractor's expense.

1.12 SUBSTITUTIONS

A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.

B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.

C. Manufacturers not listed will be considered for substitution prior to bid only. The substitute manufacturer shall submit a complete copy of the appropriate technical specification section minimum seven (7) business days prior to bid with each sub-paragraph noted with the comment, "compliance", "deviation", "alternate" or "not applicable". In the case of non-primary, vendor-supplied items, the name of the sub-vendor supplying said item, including model number, shall be indicated.

1 By noting the term "compliance" or "C", it shall be understood that the manufacturer is in full compliance with the item specified and will provide exactly the same with no deviations.

2 By noting the term "deviation" or "D", it shall be understood that the manufacturer prefers to provide a different component in lieu of that specified. Manufacturer shall indicate all deviations.

3 By noting the term "alternate" or "A", it shall be understood that the manufacturer proposes to provide the same operating function but prefers to do it in a different manner. An alternate shall be fully described as to what the manufacturer proposes to provide.

4 By noting the term "not applicable" or "N/A", it shall be understood that the specified item is not applicable to the project.

D. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicated on the Drawings or specifications, provide as part of the submittal 1/4 inch equals 1 foot scaled drawings showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.

E. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Owner's Representative, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.

F. The Owner's Representative reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.

G. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.13 INSTALLATION DRAWINGS

A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.

B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Owner's Representative for his information, review and record.

1.14 WORKMANSHIP AND INSTALLATION

A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report same to the Owner's Representative and shall secure his approval before the work is started.

B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about

results of a first class condition.

C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.15 INSPECTION OF SITE

A. The accompanying drawings do not indicate existing installations other than to identify modifications of and extensions thereto. The Contractor shall visit the site, inspect the installations and ascertain the conditions to be met and the work to be performed. Failure to comply with this shall not constitute ground for any additional payments in connection with removing or modifying any part of the existing installations and/or installing any new work under this Division.

B. Review construction details of the adjacent building presently under construction during the site inspection and include all work required to modify the existing installations and install new materials, comprising a part of the installation. Review all construction details of the new building as illustrated on the drawings and be guided thereby.

1.16 WARRANTY

A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Owner's Representative for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the proper registration of these warranties so that the Owner can make all proper claims should future need develop.

B. The Contractor shall furnish to the Owner's Representative for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers and/or technicians acceptable to the Owner's Representative to instruct other representatives of the Owner in the complete and detailed operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

A. The Contractor shall meet and cooperate with the Owner and Owner's Representative to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSTALLATION INSPECTIONS AND CERTIFICATIONS

A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.

B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Owner's Representative for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.

B. Equipment specified to be factory assembled and tested prior to shipment shall not be disassembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.

C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

1.22 CONCRETE HOUSEKEEPING PADS

A. Concrete housekeeping pads shall be provided for all floor mounted equipment, unless noted or required otherwise.

B. All pads shall be not less than 3-1/2" high and extend a maximum 3" beyond the actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Pads shall be poured in forms built of new dressed lumber with corners chamfered using sheet metal or triangular wood strips nailed to the form. Use 6 x 6 No. 3 mesh for reinforcing. Install heavy duty adjustable anchor bolts, set in the form and positioned using templates, prior to pouring concrete. After the equipment is set on the pad, the equipment shall be aligned, leveled and fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

C. Perform all concrete work specified to be provided under this Division in strict accordance with the applicable provisions of Division 3, CONCRETE.

1.23 SLEEVES

A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.

B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. All sleeves penetrating floors shall extend a minimum of 6 inches above the finished floors. The sleeves shall be sized to allow free passage of the conduit to be inserted.

C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked and filled with an asphalt-base compound to insure a waterproof penetration. Jute twine caulking shall not be used due to susceptibility to termite infestation.

1.24 ESCUTCHEONS

A. In each finished space, provided a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.

B. Size escutcheons and collars to fit snugly around conduit and rods.

C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable

suspended ceilings.

B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish. Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

1.26 SEALING OF PENETRATIONS

A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:

1 Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).

2 Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.

3 Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.

B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.

C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

D. In addition to the Dow Corning products, equal products by Spec Seal Firestop Products, 3M Fire Barrier or CS240 Firestop are acceptable.

1.27 PROTECTION OF APPARATUS

A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Owner's Representative will be sufficient cause for the rejection of the pieces of apparatus in question.

B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.

C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

1.28 INSTALLATION OF CONTROL AND OPERATING DEVICES

A. The highest operable part of controls (light switches, dimmer switches, emergency power off devices, etc.), receptacles (electrical and communications) and other operable devices shall be 48" above finish floor. The lowest operable part shall be no less than 15" above finished floor. For purposes of uniformity, unless noted otherwise, the top of a device shall be maximum 48" AFF and the bottom of a device shall be minimum 15" AFF. Refer to the electrical symbols list on the Drawings for specific requirements.

B. Visual alarm appliances shall be placed 80" above finished floor (the highest floor level within a space) or 6" below the ceiling, whichever is lower.

1.29 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as required for complete operation of all equipment.

1.30 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to

installation.

1.31 **COOPERATION AND CLEAN-UP**

A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.

B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after all other cleaning is complete.

C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

1.32 **RECORD DRAWINGS AND DOCUMENTATION FOR OWNER**

A. The Contractor shall obtain at his own expense a complete set of blueline prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The Contractor shall record up to date information at least once a week and retain the set of prints on site for periodic review by the Architect/Engineer. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. If the Contractor prepared large scale installation drawings of electrical rooms, conduit routing, busduct, routing, etc., these drawings or reproducible sepias therefrom shall be revised as required to accurately illustrate the actual installation. All conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location.

B. Upon anticipated completion of the job, obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these record drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. This information shall be delivered prior to final acceptance.

C. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Owner's Representative for review and subsequent delivery to the Owner prior to final acceptance.

1 Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
2 Approved lighting fixture brochures, wiring diagrams and control diagrams.
3 Copies of approved submittals and shop drawings.
4 Operating instructions and recommended maintenance procedures for major apparatus.
5 Copies of all other data and/or drawings required during construction.
6 Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
7 Tag charts and diagrams hereinbefore specified.

1.33 **FINAL OBSERVATION**

A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.

B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Owner's Representative to make a final observation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 16050
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Raceways.
   2. Building wire and connectors.
   3. Supporting devices for electrical components.
   4. Electrical identification.
   5. Electricity-metering components.
   6. Concrete equipment bases.
   7. Electrical demolition.
   8. Cutting and patching for electrical construction.
   9. Touchup painting.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.
B. FMC: Flexible metal conduit.
C. IMC: Intermediate metal conduit.
D. LFMC: Liquidtight flexible metal conduit.
E. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For electricity-metering equipment.
B. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.
C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
   1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
C. Coordinate electrical service connections to components furnished by utility companies.
   1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
   2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."
E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

A. Current-Transformer Cabinets: Comply with requirements of electrical power utility company.

B. Meter Sockets: Comply with requirements of electrical power utility company.

C. Modular Meter Centers: Factory-coordinated assembly of a main meter center circuit-breaker unit with wireways, tenant meter socket modules, and tenant branch circuit breakers arranged in adjacent vertical sections, complete with interconnecting buses.

1. Housing: NEMA 250, Type 3R enclosure.
2. Tenant Branch Circuit Breakers: Series combination rated to protect circuit breakers in downstream panelboards that have 10,000-A interrupting capacity, minimum.

2.2 CONCRETE BASES

A. Concrete Forms and Reinforcement Materials: As specified in Division 3 Section "Cast-in-Place Concrete."

B. Concrete: 3000-psi (20.7-MPa), 28-day compressive strength as specified in Division 3 Section "Cast-in-Place Concrete."

2.3 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 RACEWAY AND CABLE INSTALLATION

A. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

B. Install raceways and cables at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

C. Use temporary raceway caps to prevent foreign matter from entering.

D. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

E. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.

F. Install raceways embedded in slabs in middle third of slab thickness where practical, and leave at least 1-inch (25-mm) concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in concrete.
3. Install conduit larger than 1-inch trade size (DN27) parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
5. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.

G. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.

H. Install telephone and signal system raceways, 2-inch trade size (DN53) and smaller, in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent.

Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.

I. Connect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 72-inch (1830-mm) flexible conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible connections.

J. Set floor boxes level and trim after installation to fit flush to finished floor surface.

3.3 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.

B. Dry Locations: Steel materials.

C. Support Clamps for PVC Raceways: Click-type clamp system.

D. Selection of Supports: Comply with manufacturer's written instructions.

E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb (90-kg) design load.

3.4 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Expansion bolts.
5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
6. Steel: Welded threaded studs or spring-tension clamps on steel.
   a. Field Welding: Comply with AWS D1.1.

7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
8. Light Steel: Sheet-metal screws.
9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.5 IDENTIFICATION MATERIALS AND DEVICES

A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

C. Self-Adhesive Identification Products: Clean surfaces before applying.

D. Identify raceways and cables with color banding as follows:
1. Bands: Pretensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 2 inches (51 mm) wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
2. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (8-m) maximum intervals in congested areas.
3. Colors: As follows:
   a. Fire Alarm System: Red.
   b. Security System: Blue and yellow.
   c. Telecommunication System: Green and yellow.

E. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

F. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches (150 to 200 mm) below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm), overall, use a single line marker.

G. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
4. Neutral: White.
5. Ground: Green.

H. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1. Phase A: BROWN.
2. Phase B: ORANGE.
3. Phase C: YELLOW.
4. Neutral: White with a colored stripe or gray.
5. Ground: Green.

I. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

J. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

3.6 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.7 FIRESTOPPING

A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Firestopping."

3.8 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.9 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.10 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work, including the following:
   1. Raceways.
   2. Building wire and connectors.
   3. Supporting devices for electrical components.
   4. Electrical identification.
   5. Electricity-metering components.
   6. Concrete bases.
   7. Electrical demolition.
   8. Cutting and patching for electrical construction.
   9. Touchup painting.

B. Test Owner's electricity-metering installation for proper operation, accuracy, and usability of output data.
   1. Connect a load of known kW rating, 1.5 kW minimum, to a circuit supplied by the metered feeder.
   2. Turn off circuits supplied by the metered feeder and secure them in the "off" condition.
   3. Run the test load continuously for eight hours, minimum, or longer to obtain a measurable meter indication. Use a test load placement and setting that ensure continuous, safe operation.
   4. Check and record meter reading at end of test period and compare with actual electricity used based on test load rating, duration of test, and sample measurements of supply voltage at the test load connection. Record test results.
   5. Repair or replace malfunctioning metering equipment or correct test setup; then retest. Repeat for each meter in installation until proper operation of entire system is verified.

3.11 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section "Painting."
   1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
   2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
   3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
   4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.12 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 16055
SITE ELECTRICAL

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of all site electrical work.

B. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for:

1. The connection of electrical and telephone utilities.
2. Underground conduit.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PARTS 2 PRODUCTS.

1.4 REFERENCE STANDARDS

A. National Electrical Code (NEC), Article 300

B. Service installation standards of the serving utility company(s).

PART 2 PRODUCTS

2.1 ELECTRICAL SERVICE

A. Coordination: The location of the service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the electrical service. Contractor shall coordinate with the Power Company for all requirements prior to bid date. Contractor shall include all cost to for Utility Company to extend service to project site bid.

B. Materials: Provide materials in accordance with other Sections of these Specifications.

2.2 COMMUNICATION SERVICE

A. Coordination: The location of the telephone, cable, and internet service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the telephone, cable and internet services. Contractor shall coordinate with the Telephone , cable, and internet company for all requirements prior to bid date. Contractor is responsible to coordinate with utility companies.

B. Materials: Provide materials in accordance with other sections of this specification.

PART 3 EXECUTION

3.1 GENERAL

A. Underground installation of more than one conduit shall be in a duct arrangement as indicated. All conduits shall be laid so joints are staggered. All bends and stub-ups shall be rigid steel.

B. Pour a red colored concrete envelope 3" thick over utility service, emergency generator and fire pump conduits. Where conduits cross a driveway, road or parking area, reinforcing rods shall be installed.

C. Perform excavation, shoring, backfilling and concrete work in connection with electrical work in accordance with other Divisions of the Specifications.

D. All conduit shall be sloped away from the building to negate water entering the building through the conduit system.

3.2 UTILITIES

A. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Architect/Engineer and Owner.

B. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities, and shall adequately inform himself as to their relation to the work.

C. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Architect/Engineer. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.

D. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.

E. Should a damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.

F. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Architect/Engineer and Owner.

END OF SECTION

SECTION 16060
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes grounding and bonding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

B. Related Sections include the following:
   1. Division 2 Section "Underground Ducts and Utility Structures" for ground test wells.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Data: For the following:
   1. Ground rods.
   2. Chemical rods.

C. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

D. Field Test Reports: Submit written test reports to include the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   1. Comply with UL 467.

B. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.

C. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Grounding Conductors, Cables, Connectors, and Rods:
      a. Apache Grounding/Erico Inc.
      b. Boggs, Inc.
      c. Chance/Hubbell.
      d. Copperweld Corp.
      e. Dossert Corp.
      f. Erico Inc.; Electrical Products Group.
      g. Framatome Connectors/Burndy Electrical.
      h. Galvan Industries, Inc.
      i. Hastings Fiber Glass Products, Inc.
      j. Ideal Industries, Inc.
      k. ILSCO.
      l. Kearney/Cooper Power Systems.
      m. Korns: C. C. Korns Co.; Division of Robroy Industries.
      n. Lightning Master Corp.
      o. Lyncole XIT Grounding.

p. O-Z/Gedney Co.; a business of the EGS Electrical Group.
q. Raco, Inc.; Division of Hubbell.
r. Robbins Lightning, Inc.
s. Salisbury: W. H. Salisbury & Co.
t. Superior Grounding Systems, Inc.
u. Thomas & Betts, Electrical.

2.2 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Division 16 Section "Conductors and Cables."
B. Material: copper.
C. Equipment Grounding Conductors: Insulated with green-colored insulation.
D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
E. Grounding Electrode Conductors: Stranded cable.
F. Underground Conductors: stranded, unless otherwise indicated.
G. Copper Bonding Conductors: As follows:
   1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch (6.4 mm) in diameter.
   2. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
   3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.
   4. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.
H. Ground Conductor and Conductor Protector for Wood Poles: As follows:
   1. No. 4 AWG minimum, soft-drawn copper conductor.
   2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir, or cypress or cedar.
I. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.3 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel.
   1. Size: 3/4 by 120 inches (19 by 3000 mm) in diameter.
B. Chemical Electrodes: Copper tube, straight or L-shaped, filled with nonhazardous chemical salts, terminated with a 4/0 bare conductor. Provide backfill material recommended by manufacturer.
C. Test Wells: Provide handholes as specified in Division 2 Section "Underground Ducts and Utility Structures."

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
B. In raceways, use insulated equipment grounding conductors.
C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells.
D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
E. Ground Rod Clamps at Test Wells: Use bolted pressure clamps with at least two bolts.
F. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Use insulated spacer; space 1 inch (25.4 mm) from wall and support from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.
2. At doors, route the bus up to the top of the door frame, across the top of the doorway, and down to the specified height above the floor.

G. Underground Grounding Conductors: Use tinned copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:
1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Armored and metal-clad cable runs.

D. Busway Supply Circuits: Install insulated equipment grounding conductor from the grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

E. Computer Outlet Circuits: Install insulated equipment grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.

F. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

G. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate equipment grounding conductor. Isolate equipment grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

H. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.

I. Air-Duct Equipment Circuits: Install an equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners and heaters. Bond conductor to each unit and to air duct.

J. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate equipment grounding conductor to each electric water heater, heat-tracing, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.

K. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch (6.4-by-50-by-300-mm) grounding bus.
2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

L. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.

3.3 INSTALLATION

A. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
   1. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
   2. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.

B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

E. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding clamp connectors.

F. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps.

G. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.

H. Install one test well for each service at the ground rod electrically closest to the service entrance. Set top of well flush with finished grade or floor.

I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, Paragraph 250-81(c), using a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within the base of the foundation. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
   1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
   2. Make connections with clean, bare metal at points of contact.
   3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
   4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
   5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and ground rods.

F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

H. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified testing agency to perform the following field quality-control testing:

B. Testing: Engage a qualified testing agency to perform the following field quality-control testing:

C. Testing: Perform the following field quality-control testing:

1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.
3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
    a. Equipment Rated 500 kVA and Less: 10 ohms.
    b. Equipment Rated 500 to 1000 kVA: 5 ohms.
    c. Equipment Rated More Than 1000 kVA: 3 ohms.
    d. Substations and Pad-Mounted Switching Equipment: 5 ohms.
    e. Manhole Grounds: 10 ohms.
4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

3.6 GRADING AND PLANTING

A. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION

SECTION 16075
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of electrical identification, including related accessories.

B. Provide electrical identification for the following:

1. Panelboards, motor starters, contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
2. Raceways, junction boxes and pull boxes.
1. Label each panelboard index indicating the room #s to the related circuit. Also add the index sheet in a laminated white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.
3. Wiring devices.
4. Wiring.
5. Three phase motor rotation.

1.3 SUBMITTALS

A. Submit product data in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

B. Brady
C. Panduit
D. Thomas & Betts
E. Seton

2.2 IDENTIFICATION

A. Nameplates

1. Nameplates shall be black engraved surface on white core for normal power circuits and red engraved surface on white core for emergency power circuits.
2. Provide for each distribution panelboard, branch circuit panelboard, transformer and any other similar equipment furnished under this Division identification as to its given name, voltage and origination of service. Examples are as follows:

'LB' 480Y/277V FED FROM 'MDP'	'HD' 480Y/277V FED FROM 'MDP'
'RDP' 208Y/120V FED FROM TX-R FED FROM 'MDP'	'TX-R' 300 KVA, 480V to 208Y/120V

3. Provide for each motor starter enclosure, circuit breaker enclosure, disconnect switch and any other similar equipment furnished under this Division, identification as to the specific load that it serves and the origination of service. Examples are as follows:

'CH-1' FED FROM 'MDP'	'AHU-1' FED FROM 'DPA'

4. Provide for each feeder protective device in each distribution panelboard and any other similar equipment furnished under this Division, identification as to the specific load that it serves.
5. Nameplates shall be laminated, white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the

white core.

B. Junction Boxes and Pull Boxes
   1. Identification shall be with a black permanent marking pen on the top of 4" x 4" junction box covers or on the back of an outlet box cover plate identifying the branch circuits and systems within the conduit. Pull boxes shall be provided with a nameplate stating voltage and system served.

C. Wiring Device Wall Plates
   1. On the back side of wiring device wall plates identify with a black permanent marking pen the panelboard and branch circuit number the device is served from.

D. Wire Markers
   1. Wire markers for identification of wiring shall be self-adhesive type having letters and numerals indicating serving equipment and feeder or branch circuit number.

F. Rotation Tags
   1. Rotation tags shall be brass or aluminum securely attached to equipment.

PART 3 EXECUTION

3.1 PREPARATION

A. Surfaces to receive labels or nameplates shall be carefully prepared in accordance with the manufacturer's instructions and recommendations.

3.2 NAMEPLATES

A. Nameplates shall be properly attached to identify panelboards, feeder circuit breakers, disconnect switches, pull boxes and other similar equipment furnished under this Division.

3.3 WIRE MARKERS

A. Wire markers shall be applied to each conductor or cable within panelboards, motor starter enclosures, circuit breaker enclosures, disconnect switches, cabinets, junction boxes, pull boxes, and other similar equipment identifying the serving equipment and feeder or branch circuit from which the conductors originate.

END OF SECTION

SECTION 16120
BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.

B. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver wires and cables according to NEMA WC 26.

1.6 COORDINATION

A. Coordinate layout and installation of cables with other installations.

B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Wires and Cables:
      a. American Insulated Wire Corp.; Leviton Manufacturing Co.
      b. BICC Brand-Rex Company.
      c. Carol Cable Co., Inc.
      d. Senator Wire & Cable Company.
      e. Southwire Company.
   2. Connectors for Wires and Cables:
      a. AMP Incorporated.
      b. General Signal; O-Z/Gedney Unit.
      c. Monogram Co.; AFC.
      d. Square D Co.; Anderson.
      e. 3M Company; Electrical Products Division.

2.2 BUILDING WIRES AND CABLES

A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Wire and Insulation Applications" Article.

B. Rubber Insulation Material: Comply with NEMA WC 3.

C. Thermoplastic Insulation Material: Comply with NEMA WC 5.

D. Ethylene Propylene Rubber Insulation Material: Comply with NEMA WC 8.

E. Conductor Material: Copper.

F. Stranding: Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.

G. Plenum rated cable for all cables above the ceiling.

2.3 CONNECTORS AND SPLICES

A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 "Wire and Insulation Applications" Article.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRE AND INSULATION APPLICATIONS

A. Service Entrance: Type RHW or THWN, in raceway.
B. Feeders: Type 75C insulation THHN/THWN, in raceway.
C. Fire-Pump Feeder: Type MI, 3-conductor.
D. Branch Circuits: Type THHN/THWN, in raceway.
E. Fire Alarm Circuits: Type THHN/THWN, in raceway.
F. Class 1 Control Circuits: Type THHN/THWN, in raceway.
G. Class 2 Control Circuits: Type THHN/THWN, in raceway.
H. Equipment or any device rated 100 amperes or less, conductor shall be rated 60C as per National Electrical Code.
I. Equipment or any device rated over 100 amperes, conductor shall be rated 75C as per National Electrical Code.

3.3 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's "Standard of Installation."
B. Remove existing wires from raceway before pulling in new wires and cables.
C. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
F. Support cables according to Division 16 Section "Basic Electrical Materials and Methods."
G. Seal around cables penetrating fire-rated elements according to Division 7 Section "Firestopping."
H. Identify wires and cables according to Division 16 Section "Basic Electrical Materials and Methods."
I. Identify wires and cables according to Division 16 Section "Electrical Identification."

3.4 CONNECTIONS

A. Conductor Splices: Keep to minimum.
B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
C. Use splice and tap connectors compatible with conductor material.
D. Use oxide inhibitor in each splice and tap connector for aluminum conductors.
E. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.
F. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
G. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

A. Testing: On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
   1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
B. Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units and retest.

END OF SECTION

SECTION 16130
RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
   1. Raceways include the following:
      a. RMC.
      b. IMC.
      c. PVC externally coated, rigid steel conduits.
      d. PVC externally coated, IMC.
      e. EMT.
      f. FMC.
      g. LFMC.
      h. LFNC.
      i. RNC.
      j. ENT.
      k. Wireways.
      l. Surface raceways.
   2. Boxes, enclosures, and cabinets include the following:
      a. Device boxes.
      b. Floor boxes.
      c. Outlet boxes.
      d. Pull and junction boxes.
      e. Cabinets and hinged-cover enclosures.

B. Related Sections include the following:
   1. Division 16 Section "Basic Electrical Materials and Methods" for raceways and box supports.
   2. Division 16 Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.
B. ENT: Electrical nonmetallic tubing.
C. FMC: Flexible metal conduit.
D. IMC: Intermediate metal conduit.
E. LFMC: Liquidtight flexible metal conduit.
F. LFNC: Liquidtight flexible nonmetallic conduit.
G. RMC: Rigid metal conduit.
H. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
   2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

B. Comply with NECA's "Standard of Installation."

C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Metal Conduit and Tubing:
   a. Alflex Corp.
   b. Anamet, Inc.; Anaconda Metal Hose.
   c. Anixter Brothers, Inc.
   d. Carol Cable Co., Inc.
   e. Cole-Flex Corp.
   f. Electri-Flex Co.
   g. Flexcon, Inc.; Coleman Cable Systems, Inc.
   h. Grinnell Co.; Allied Tube and Conduit Div.
   i. Monogram Co.; AFC.
   j. Spiraduct, Inc.
   k. Triangle PWC, Inc.
   l. Wheatland Tube Co.
2. Nonmetallic Conduit and Tubing:
   a. Anamet, Inc.; Anaconda Metal Hose.
   b. Arnco Corp.
   c. Breeze-Illinois, Inc.
   d. Cantex Industries; Harsco Corp.
   e. Certainteed Corp.; Pipe & Plastics Group.
   f. Cole-Flex Corp.
   g. Condux International; Electrical Products.
   h. Electri-Flex Co.
   i. George-Ingraham Corp.
   j. Hubbell, Inc.; Raco, Inc.
   k. Lamson & Sessions; Carlon Electrical Products.
   l. R&G Sloan Manufacturing Co., Inc.
   m. Spiraduct, Inc.
   n. Thomas & Betts Corp.
3. Conduit Bodies and Fittings:
   a. American Electric; Construction Materials Group.
   b. Crouse-Hinds; Div. of Cooper Industries.
   c. Emerson Electric Co.; Appleton Electric Co.
   d. Hubbell, Inc.; Killark Electric Manufacturing Co.
   e. Lamson & Sessions; Carlon Electrical Products.
   f. O-Z/Gedney; Unit of General Signal.
   g. Scott Fetzer Co.; Adalet-PLM.
   h. Spring City Electrical Manufacturing Co.
4. Metal Wireways:
   a. Hoffman Engineering Co.
   b. Keystone/Rees, Inc.
   c. Square D Co.

2.2 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. Rigid Aluminum Conduit: ANSI C80.5.

C. IMC: ANSI C80.6.

D. EMT and Fittings: ANSI C80.3.
   1. Fittings: Set-screw type.
E. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.3 NONMETALLIC CONDUIT AND TUBING

A. RNC: NEMA TC 2, Schedule 40 or 80 PVC.
B. RNC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.
C. LFNC: UL 1660.

2.4 METAL WIREWAYS

A. Material: Sheet metal sized and shaped as indicated.
B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.
D. Wireway Covers: Screw – cover type flanged-and-gasketed type.
E. Finish: Manufacturer's standard enamel finish.

2.5 OUTLET AND DEVICE BOXES

A. Sheet Metal Boxes: NEMA OS 1.
B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.

2.6 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1.
B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.7 ENCLOSURES AND CABINETS

A. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
   1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
   2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.
B. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Outdoors: Use the following wiring methods:
   1. Exposed: Rigid steel.
   2. Concealed: Rigid steel.
   3. Underground, Single Run: RNC.
   4. Underground, Grouped: RNC.
   5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
   6. Boxes and Enclosures: NEMA 250, Type 3R .
B. Indoors: Use the following wiring methods:
   1. Exposed: EMT.
   2. Concealed: EMT.
   3. Underground, Single Run: RNC.
   4. Underground, Grouped: RNC
   5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
   6. Damp or Wet Locations: Rigid steel conduit.

7. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
   a. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.

3.3 INSTALLATION

A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
B. Minimum Raceway Size: 3/4-inch trade size (DN21).
C. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
D. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
E. Install raceways level and square and at proper elevations. Provide adequate headroom.
F. Complete raceway installation before starting conductor installation.
G. Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods."
H. Use temporary closures to prevent foreign matter from entering raceways.
I. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.
J. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
K. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
L. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
M. Raceways Embedded in Slabs (Must be indicated on drawings to be embedded. Please notify Engineer if required but not shown): Install in middle third of slab thickness where practical, and leave at least 1-inch (25-mm) concrete cover.
   1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
   2. Space raceways laterally to prevent voids in concrete.
   3. Run conduit larger than 1-inch trade size (DN27) parallel to or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
   4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
N. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
   1. Run parallel or banked raceways together, on common supports where practical.
   2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
O. Join raceways with fittings designed and approved for the purpose and make joints tight.
   1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
   2. Use insulating bushings to protect conductors.
P. Tighten set screws of threadless fittings with suitable tools.
Q. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.
R. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.
S. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.

T. Telephone and Signal System Raceways, 2-Inch Trade Size (DN53) and Smaller: In addition to the above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.

U. Install raceway sealing fittings according to manufacturer's written instructions. Locate fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
   1. Where conduits pass from warm to cold locations, such as the boundaries of refrigerated spaces.
   2. Where otherwise required by NFPA 70.

V. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.

W. Flexible Connections: Use maximum of 6 feet (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.

X. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in a nonmetallic sleeve.

Y. Do not install aluminum conduits embedded in or in contact with concrete.

Z. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

AA. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals.
   1. Select each surface raceway outlet box, to which a lighting fixture is attached, of sufficient diameter to provide a seat for the fixture canopy.
   2. Where a surface raceway is used to supply a fluorescent lighting fixture having central-stem suspension with a backplate and a canopy (with or without extension ring), no separate outlet box is required.
   3. Provide surface metal raceway outlet box, and the backplate and canopy, at the feed-in location of each fluorescent lighting fixture having end-stem suspension.
   4. Where a surface metal raceway extension is made from an existing outlet box on which a lighting fixture is installed, no additional surface-mounted outlet box is required. Provide a backplate slightly smaller than the fixture canopy.

BB. Set floor boxes level and adjust to finished floor surface.

CC. Set floor boxes level and trim after installation to fit flush to finished floor surface.

DD. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

EE. NO PVC CONDUIT ALLOWED ABOVE THE CEILING OR IN THE A/C RETURN PLENUM. PROVIDE RIGID CONDUIT. Verify all MEP documents.

3.4 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.
   1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
   2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.5 CLEANING

A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes receptacles, connectors, switches, and finish plates.

1.3 DEFINITIONS

A. GFI: Ground-fault circuit interrupter.

B. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each product specified.

B. Shop Drawings: Legends for receptacles and switch plates.

C. Samples: For devices and device plates for color selection and evaluation of technical features.

D. Maintenance Data: For materials and products to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

B. Comply with NEMA WD 1.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

B. Coordinate with pool contractor for special receptacles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Wiring Devices:
    a. Bryant Electric, Inc.
    b. Eagle Electric Manufacturing Co., Inc.
    c. GE Company; GE Wiring Devices.
    d. Hubbell, Inc.; Wiring Devices Div.
    e. Killark Electric Manufacturing Co.
    f. Leviton Manufacturing Co., Inc.
    g. Pass & Seymour/Legrand; Wiring Devices Div.
    h. Pyle-National, Inc.; an Amphenol Co.

2.2 RECEPTACLES

A. Straight-Blade and Locking Receptacles: Heavy-Duty grade. The device shall be 20-ampere, 125-volts, Nema configuration 5-20R, back and side wired.

B. Special Receptacles for NEMA configuration refer to Manufacturer specs.

C. GFI Receptacles: Feed-through type, with integral NEMA WD 6, Configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Design units for installation in a 2-3/4-inch- (70-mm-) deep outlet box without an adapter. Device shall have an indicator light.

D. Isolated-Ground Receptacles: Equipment grounding contacts connected only to the green grounding screw terminal of the device with inherent electrical isolation from mounting strap. **Device shall be white finish with the orange symbol.**

1. Devices: Listed and labeled as isolated-ground receptacles.
2. Isolation Method: Integral to receptacle construction and not dependent on removable parts.

2.3 SWITCHES

A. General

1. Switches shall be toggle or decorative rocker type as indicated herein.. The body of the switch shall be made of an arc-resistant thermoset material. All toggle switch handles shall be constructed of a thermoplastic material. All rocker switch handles shall be constructed of a thermoset material. All wall switches shall be of the quiet AC type.
1. Switches shall be SPST, DPST, 3-way or 4-way as indicated on the Drawings.
2. Switch color shall be white unless noted otherwise. Coordinate with Architect.

B. Specification Grade

1. Specification Grade switches shall be toggle type. The contact arms shall be made of one-piece copper alloy material. The switch shall include a green ground screw attached to the mounting strap. The switch shall be 20-ampere, 120/277-volts AC, horsepower rated, back and side-wired.

C. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on/off switches and audible and electromagnetic noise filters.

1. Control: Continuously adjustable slide, toggle, or rotary knob. Single-pole or three-way switch to suit connections.
2. Incandescent Lamp Dimmers: Modular, 120 V, 60 Hz with continuously adjustable slide with "on/off" switch; single pole with soft tap or other quiet switch; electromagnetic filter to eliminate noise, RF, and TV interference; and 5-inch (130-mm) wire connecting leads. Dimmer to be sized per circuit load.

2.4 WALL PLATES(All wall plates)

A. For all single and combination types match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: 0.04-inch- (1-mm-) thick, Type 302, satin-finished stainless steel.
3. Material for Unfinished Spaces: stainless steel.

2.5 FLOOR SERVICE FITTINGS

A. Power Receptacle: NEMA WD 6, Configuration 5-20R, gray finish, unless otherwise indicated.

B. Signal Outlet: Blank cover with bushed cable opening, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install devices and assemblies plumb and secure.

B. Install wall plates when painting is complete.

C. Install wall dimmers to achieve indicated rating after derating for ganging as instructed by manufacturer.

D. Do not share neutral conductor on load side of dimmers.

E. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

F. Protect devices and assemblies during painting.

G. Adjust locations at which floor service outlets and telephone/power service poles are installed to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Division 16 Section "Electrical Identification."

B. Comply with Division 16 Section "Basic Electrical Materials and Methods."

1. Switches: Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on wall plate.

2. Receptacles: Identify panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

3.3 CONNECTIONS

A. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.

B. Isolated-Ground Receptacles: Connect to isolated-ground conductor routed to designated isolated equipment ground terminal of electrical system.

C. Tighten electrical connectors and terminals according to manufacturers published torque-tightening values. If manufacturers torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Test wiring devices for proper polarity and ground continuity. Operate each device at least six times.

B. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.

C. Replace damaged or defective components.

3.5 CLEANING

A. Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Division for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of supporting devices, including related systems and accessories.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

B. Unistrut Corp.

C. B-Line Systems, Inc.

D. Midland Ross-Kindorf

2.2 MATERIALS

A. Suspension Hangers

1.1 Suspension hangers for individual conduit runs shall be zinc plated formed steel type.

B. Vertical Supports

1.1 Malleable iron one hole pipe straps shall be used for vertical runs.

C. Clamps

1.1 Beam clamps shall be used for bar joists and beams.

D. Anti-Vibration Hangers

1.1 Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of ½"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.

2.3 Light Fixture Hangers

A. Refer to Section 16500

Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hangers

1 Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the building and allow for raceway movement.

2 Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

NOMINAL CONDUIT SIZE	ROD DIAMETER
1/2" through 2"	1/4"
2-1/2" through 3"	3/8"
4" and 5"	1/2"

3 Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length except that conduit

less than 1" diameter shall be supported at least every 6'-0".

4 Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.

5 Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Architect/Engineer.

B. Supports

1 Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.

2 Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.

3 Ceiling mounted lighting fixtures shall be supported from the building structure at two opposite corners. The Contractor shall provide fixture hangers to properly interface with the ceiling system.

4 Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.

5 Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.

6 Support of hangers from concrete tees shall be by means of sufficient quantity of angle iron brackets attached with after set expansion shields and bolts.

END OF SECTION

SECTION 16440
DISCONNECT SWITCHES

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of disconnect switches, including all related systems and accessories.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

B. Provide outline drawings with dimensions, and equipment ratings for voltage, amperage, horsepower and short circuit.

C. Provide designations for each disconnect. RE: to section 16075.

1.4 REFERENCE STANDARDS

A. Switches shall be manufactured in accordance with the following standards:

1. UL 98 - Enclosed and Dead Front Switches
2. NEMA KS1 - Enclosed Switches
3. NEMA 250 - Enclosures for Electrical Equipment

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Cutler – Hammer Products

B. Square D Co.

C. Siemens

2.2 GENERAL

A. Switches shall be heavy duty type.

2.3 SWITCH INTERIOR

A. Switches shall have switch blades which are visible when the switch is OFF and the cover is open.

D. Lugs shall be copper and front removable and UL listed for 60°C or 75°C conductors 30-100 ampere, 75°C conductors 200 ampere and up.

E. Current carrying parts shall be plated to resist corrosion.

F. Switches shall have removable arc suppressor to facilitate easy access to line side lugs.

G. Switches shall have provisions for a field installable electrical interlock.

2.4 SWITCH MECHANISM

A. Switch operating mechanism shall be quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.

B. The operating handle shall be an integral part of the box, not the cover.

C. Provisions for padlocking the switch in the OFF position with at least three padlocks shall be provided.

D. The handle position shall travel at least 90° between OFF and ON positions to clearly distinguish and indicate handle position.

E. Switches shall have a dual cover interlock mechanism to prevent unintentional opening of the switch cover when the switch is ON and prevent turning the switch ON when the cover is open. The cover interlock mechanism shall have an externally operated override but the override shall not permanently disable the interlock mechanism. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

2.5 SWITCH ENCLOSURES

A. Switch covers shall be attached with welded pin-type hinges (Type 1) or top-hinged, attached with removable screws and securable in the open position (Type 3R).

B. The enclosure shall be finished with gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated steel (Type 1) or gray baked enamel paint which is electrodeposited on

cleaned, phosphate pre-treated galvannealed steel (Type 3R).

C. The enclosure shall have ON and OFF markings stamped into the cover.
D. The operating handle shall be provided with a dual colored, red/black position indication.
E. Switches shall have provisions to accept up to three 3/8" hasp padlocks to lock the operating handle in the OFF position.
H. Tangential knockouts shall be provided to facilitate ease of conduit entry (Type 1).
I. Type 3R enclosure shall contain no knockouts. Supply watertight hubs.
J. Type 4x shall be stainless steel enclosure with no knockouts. Supply watertight hubs.

2.6 SWITCH RATINGS

A. Switches shall be horsepower rated.
B. The UL listed short circuit current rating of the switches shall be: 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses 30-600 ampere employing appropriate fuse rejection schemes.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install disconnect switches where indicated shown or not shown.
B. Install fuses in fusible disconnect switches.

END OF SECTION

SECTION 16442
PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:
   1. Lighting and appliance branch-circuit panelboards.
   2. Distribution panelboards.

B. Related Sections include the following:
   1. Division 16 Section "Fuses."

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.
B. GFCI: Ground-fault circuit interrupter.
C. RFI: Radio-frequency interference.
D. RMS: Root mean square.
E. SPDT: Single pole, double throw.
F. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, TVSS device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.
   1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
      a. Enclosure types and details for types other than NEMA 250, Type 1.
      b. Bus configuration, current, and voltage ratings.
      c. Short-circuit current rating of panelboards and overcurrent protective devices.
      d. UL listing for series rating of installed devices.
      e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
   2. Wiring Diagrams: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.

C. Qualification Data: Submit data for testing agencies indicating that they comply with qualifications specified in "Quality Assurance" Article.

D. Field Test Reports: Submit written test reports and include the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

F. Maintenance Data: For panelboards and components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Contract Closeout," include the following:
   1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
   2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with NEMA PB 1.
C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.7 EXTRA MATERIALS

A. Keys: [SIX] 6 spares of each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:
      a. Eaton Corp.; Cutler-Hammer Products.
      b. Square D Co.
      c. Siemens

2.2 FABRICATION AND FEATURES

A. Enclosures: Flush- and surface-mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.
   1. Outdoor Locations: NEMA 250, Type 3R.
   2. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
   3. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.
B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
C. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
D. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
E. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.
F. Bus: Hard-drawn copper, 98 percent conductivity.
G. Main and Neutral Lugs: Copper mechanical type suitable for use with conductor material.
H. Equipment Ground Bus: Copper and adequate for feeder and branch-circuit equipment ground conductors; bonded to box.
I. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.
J. Isolated Equipment Ground Bus: Copper and adequate for branch-circuit equipment ground conductors; insulated from box.
K. Extra-Capacity Neutral Bus: Copper neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.
L. Split Bus: Vertical buses divided into individual vertical sections.
M. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
N. Gutter Barrier: Arrange to isolate individual panel sections.
O. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.
P. Feed-through Lugs: Copper mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

2.3 PANELBOARD SHORT-CIRCUIT RATING

A. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices: Plug-in or bolt on circuit breakers, replaceable without disturbing adjacent units.

B. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISTRIBUTION PANELBOARDS

A. Doors: Front mounted, except omit in fused-switch panelboards; secured with vault-type latch with tumbler lock; keyed alike.

B. Main Overcurrent Protective Devices: Circuit breaker.

C. Branch overcurrent protective devices shall be one of the following:

1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in or Bolt-on circuit breakers.
2. For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.6 OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Electronic Trip Unit Circuit Breakers: RMS sensing; field-replaceable rating plug; with the following field-adjustable settings:
   a. Instantaneous trip.
   b. Long- and short-time pickup levels.
   c. Long- and short-time time adjustments.
   d. Ground-fault pickup level, time delay, and I^2t response.
3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
4. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker; trip activation on fuse opening or on opening of fuse compartment door.
5. GFCI Circuit Breakers: Single- and two-pole configurations with [5] [30]-mA trip sensitivity.

B. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.

1. Lugs: Mechanical style, suitable for number, size, trip ratings, and material of conductors.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
3. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Mounting Heights: Top of trim 74 inches (1880 mm) above finished floor, unless otherwise indicated.

C. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

D. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

E. Install filler plates in unused spaces.

F. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 16 Section "Basic Electrical Materials and Methods] [Electrical Identification."

B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.

B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

D. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove panel fronts so joints and connections are accessible to portable scanner.

1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
3. Record of Infrared Scanning: Prepare a certified report that identifies panelboards checked and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip ranges.

3.6 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION

SECTION 16475
FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Fuses.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
B. Product Data for each fuse type specified.
C. Field test reports indicating and interpreting test results.
D. Maintenance data for tripping devices to include in the operation and maintenance manual specified in Division 1.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses from one source and by a single manufacturer.
B. Comply with NFPA 70 for components and installation.
C. Listing and Labeling: Provide fuses specified in this Section that are listed and labeled.
   1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
   2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

1.5 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
   1. Spare Fuses: Furnish quantity equal to 20 percent of each fuse type and size installed, but not less than 1 set of 3 of each type and size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering fuses that may be incorporated into the Work include, but are not limited to, the following:
B. Manufacturers: Subject to compliance with requirements, provide fuses by one of the following:
   1. Cooper Industries, Inc.; Bussmann Div.
   2. Eagle Electric Mfg. Co., Inc.
   3. Ferraz Corp.
   4. General Electric Co.; Wiring Devices Div.
   5. Gould Shawmut.
   6. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class as specified or indicated; current rating as indicated; voltage rating consistent with circuit voltage.

2.3 SPARE FUSE CABINET

A. Cabinet: Wall-mounted, 0.05-inch- (1.27-mm-) thick steel unit with full-length, recessed piano-hinged door with key-coded cam lock and pull.
   1. Size: Adequate for orderly storage of spare fuses specified with 15 percent spare capacity minimum.
   2. Finish: Gray, baked enamel.
   3. Identification: Stencil legend "SPARE FUSES" in 1-1/2-inch (40-mm) letters on door.
   4. Fuse Pullers: For each size fuse.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine utilization equipment nameplates and installation instructions to verify proper fuse locations, sizes, and characteristics.
B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Motor Branch Circuits: Class RK1, time delay.
B. Other Branch Circuits: Class RK5, non-time delay.

3.3 INSTALLATION

A. Install fuses in fusible devices as indicated. Arrange fuses so fuse ratings are readable without removing fuse.
B. Install spare fuse cabinet where indicated.

3.4 IDENTIFICATION

A. Install typewritten labels on inside door of each fused switch to indicate fuse replacement information.

END OF SECTION

SECTION 16511
INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes interior lighting fixtures, lighting fixtures mounted on exterior building surfaces, lamps, ballasts, emergency lighting units, and accessories.

B. Related Sections include the following:

1.3 SUBMITTALS

A. Product Data: For each type of lighting fixture indicated, arranged in order of fixture designation. Include data on features, accessories, and the following:

1. Dimensions of fixtures.
2. Certified results of laboratory tests for fixtures and lamps for photometric performance.
3. Emergency lighting unit battery and charger.
4. Fluorescent and high-intensity-discharge ballasts.
5. Types of lamps.

B. Shop Drawings: Show details of nonstandard or custom fixtures. Indicate dimensions, weights, method of field assembly, components, features, and accessories.

1. Wiring Diagrams: Detail wiring for fixtures and differentiate between manufacturer-installed and field-installed wiring.

C. Coordination Drawings: Reflected ceiling plans and sections drawn to scale and coordinating fixture installation with ceiling grid, ceiling-mounted items, and other components in the vicinity. Include work of all trades that is to be installed near lighting equipment.

D. Product Certificates: Signed by manufacturers of lighting fixtures certifying that products comply with requirements.

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

F. Maintenance Data: For lighting fixtures to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. Fixtures, Emergency Lighting Units, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by an acceptable to authorities having jurisdiction.

B. Comply with NFPA 70.

C. NFPA 101 Compliance: Comply with visibility and luminance requirements for exit signs.

1.5 COORDINATION

A. Fixtures, Mounting Hardware, and Trim: Coordinate layout and installation of lighting fixtures with ceiling system and other construction.

1.6 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Warranties for Fluorescent Ballasts: Written warranty, executed by manufacturer agreeing to replace fluorescent ballasts that fail in materials or workmanship within specified warranty period.

1. Special Warranty Period for Electronic Ballasts: Five years from date of manufacture, but not less than four years from date of Substantial Completion.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in the Interior Lighting Fixture Schedule at the end of Part 3.

B. Products: Subject to compliance with requirements, provide one of the products indicated for each designation in the Interior Lighting Fixture Schedule in the plans. Submit Manufacturers as is in the Lighting Fixture Schedule or Equal. Submit Equal Manufacturers 10 days prior to bidding day for approval. For Equal Manufacturers submit lighting calculation for each equal fixture submitted for approval.

2.2 FIXTURES AND FIXTURE COMPONENTS, GENERAL

A. Metal Parts: Free from burrs, sharp corners, and edges.

B. Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.

C. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in operating position.

D. Reflecting Surfaces: Minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.
4. Laminated Silver Metallized Film: 90 percent.

E. Lenses, Diffusers, Covers, and Globes: 100 percent virgin acrylic plastic or annealed crystal glass, unless otherwise indicated.

1. Plastic: High resistance to yellowing and other changes due to aging, exposure to heat, and ultraviolet radiation.
2. Lens Thickness: 0.125 inch (3 mm) minimum, unless greater thickness is indicated.

2.3 FLUORESCENT LAMP BALLASTS

A. General Requirements: Unless otherwise indicated, features include the following:

1. Designed for type and quantity of lamps indicated at full light output.
2.

B. Electronic Ballasts for Linear Lamps: Unless otherwise indicated, features include the following, besides those in "General Requirements" Paragraph above:

1. Certified Ballast Manufacturer Certification: Indicated by label.
2. Encapsulation: Without voids in potting compound.
3. Parallel Lamp Circuits: Multiple lamp ballasts connected to maintain full light output on surviving lamps if one or more lamps fail.

C. Ballasts for Compact Lamps in Recessed Fixtures: Unless otherwise indicated, additional features include the following:

1. Type: Electronic or electromagnetic, fully encapsulated in potting compound.
2. Power Factor: 90 percent, minimum.
3. Operating Frequency: 20 kHz or higher.
4. Flicker: Less than 5 percent.
5. Lamp Current Crest Factor: Less than 1.7.
6. Transient Protection: Comply with IEEE C62.41 for Category A1 locations.
7. Interference: Comply with 47 CFR, Chapter 1, Part 18, Subpart C for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

D. Ballasts for Compact Lamps in Nonrecessed Fixtures: Unless otherwise indicated, additional features include the following:

1. Power Factor: 90 percent, minimum.
2. Ballast Coil Temperature: 65 deg C, maximum.
3. Transient Protection: Comply with IEEE C62.41 for Category A1 locations.
4. Interference: Comply with 47 CFR, Chapter 1, Part 18, Subpart C for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

2.4 EXIT SIGNS

A. General Requirements: Comply with UL 924 and the following:

1. Sign Colors and Lettering Size: Comply with authorities having jurisdiction.

B. Internally Lighted Signs: As follows:

1. Lamps for AC Operation: Light-emitting diodes, 70,000 hours minimum rated lamp life.

2.5 EMERGENCY LIGHTING UNITS

A. General Requirements: Self-contained units. Comply with UL 924. Units include the following features:

1. Battery: Sealed, maintenance-free, lead-acid type with minimum 5-year nominal life and special warranty.
2. Charger: Fully automatic, solid-state type with sealed transfer relay.
3. Operation: Relay automatically turns lamp on when supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps, and battery is automatically recharged and floated on charger.

2.6 EMERGENCY FLUORESCENT POWER SUPPLY UNIT

A. Internal Type: Self-contained, modular, battery-inverter unit factory mounted within fixture body. Comply with UL 924.

1. Test Switch and Light-Emitting Diode Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
2. Battery: Sealed, maintenance-free, nickel-cadmium type with minimum 5-year nominal life.
3. Charger: Fully automatic, solid-state, constant-current type.
4. Operation: Relay automatically energizes lamp from unit when normal supply circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamp, and battery is automatically recharged and floated on charger.

2.7 LAMPS

A. Noncompact Fluorescent Lamp Life: Rated average is 20,000 hours at 3 hours per start when used on rapid-start circuits.

2.8 FINISHES

A. Fixtures: Manufacturer's standard, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fixtures: Set level, plumb, and square with ceiling and walls, and secure according to manufacturer's written instructions and approved submittal materials. Install lamps in each fixture.

B. Support for Fixtures in or on Grid-Type Suspended Ceilings: Do not use grid for support.

1. Install a minimum of two ceiling support system wires for each fixture. Locate not more than 6 inches (150 mm) from fixture corners.
2. Support Clips: Fasten to fixtures and to ceiling grid members at or near each fixture corner.
3. Fixtures of Sizes Less Than Ceiling Grid: Arrange as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.

C. Suspended Fixture Support: As follows:

1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3.2 CONNECTIONS

A. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Advance Notice: Give dates and times for field tests.

C. Provide instruments to make and record test results.

D. Tests: As follows:

1. Verify normal operation of each fixture after installation.
2. Emergency Lighting: Interrupt electrical supply to demonstrate proper operation.
3. Verify normal transfer to battery source and retransfer to normal.
4. Report results in writing.

E. Malfunctioning Fixtures and Components: Replace or repair, then retest. Repeat procedure until units operate properly.

F. Corrosive Fixtures: Replace during warranty period.

3.4 CLEANING AND ADJUSTING

A. Clean fixtures internally and externally after installation. Use methods and materials recommended by manufacturer.

B. Adjust aimable fixtures to provide required light intensities.

END OF SECTION

SECTION 16521
EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior lighting units with luminaries and lamps.

B. Related Sections include the following:

1. Division 16 Section "Interior Lighting" for interior fixtures, lamps, ballasts, emergency lighting units, and accessories; and for exterior luminaires normally mounted on buildings.

1.3 DEFINITIONS

A. Lighting Unit: A luminaire or an assembly of luminaires complete with a common support, including pole, post, or other structure, and mounting and support accessories.

B. Luminaire (Light Fixture): A complete lighting device consisting of lamp(s) and ballast(s), when applicable, together with parts designed to distribute light, to position and protect lamps, and to connect lamps to power supply.

1.4 SUBMITTALS

A. Product Data: For each type of lighting unit indicated, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Materials and dimensions of luminaries.
2. Certified results of independent laboratory tests for fixtures and lamps for electrical ratings and photometric data.
3. Certified results of laboratory tests for fixtures and lamps for photometric performance.
4. High-intensity-discharge luminaire ballasts.

B. Product Certificates: Signed by manufacturers of lighting units certifying that products comply with requirements.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

D. Maintenance Data: For lighting units to include in maintenance manuals specified in Division 1.

1.5 QUALITY ASSURANCE

A. Luminaires and Accessories: Listed and labeled as defined in NFPA 70, Article 100, for their indicated use, location, and installation conditions by acceptable to authorities having jurisdiction

B. Comply with ANSI C2.

C. Comply with NFPA 70.

1.6 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents. Warranty one labor.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in the Exterior Lighting Unit Schedule at the end of Part 3.

B. Products: Subject to compliance with requirements, provide one of the products indicated for each designation in the Interior Lighting Fixture Schedule in the plans. Submit Manufacturers as is in the Lighting Fixture Schedule or Equal. Submit Equal Manufacturers 10 days prior to bidding day for approval. For Equal Manufacturers submit lighting calculation for each equal fixture submitted for approval.

2.2 LUMINAIRES

A. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

B. Metal Parts: Free from burrs, sharp corners, and edges.

C. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

D. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

E. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in operating position. Provide for door removal for cleaning or replacing lens. Arrange to disconnect ballast when door opens.

F. Exposed Hardware Material: Stainless steel.

G. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and ultraviolet radiation.

H. Reflecting Surfaces: Minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

I. Lenses and Refractors: Materials as indicated. Use heat- and aging-resistant, resilient gaskets to seal and cushion lens and refractor in luminaire doors.

J. Photoelectric Relays: As follows:

1. Contact Relays: Single throw, arranged to fail in the on position and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15-second minimum time delay.
2. Relay Mounting: In luminaire housing.

K. High-Intensity-Discharge Ballasts: Comply with ANSI C82.4. Constant wattage autotransformer or regulating high-power-factor type, unless otherwise indicated.

1. Single-Lamp Ballasts: Minimum starting temperature of minus 40 deg C.
2. Open-circuit operation will not reduce average life.
3. High-Pressure Sodium Ballasts: Equip with a solid-state igniter/starter having an average life in pulsing mode of 10,000 hours at an igniter/starter case temperature of 90 deg C.
4. Noise: Uniformly quiet operation, with a noise rating of B or better.

L. Lamps: Comply with the standard of the ANSI C78 series that is applicable to each type of lamp. Provide luminaires with indicated lamps of designated type, characteristics, and wattage. Where a lamp is not indicated for a luminaire, provide medium wattage lamp recommended by manufacturer for luminaire.

PART 3 - EXECUTION

3.1 CONNECTIONS

A. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Ground metal poles/support structures according to Division 16 Section "Grounding."

1. Nonmetallic Poles: Ground metallic components of lighting units and foundations. Connect luminaires to grounding system with No. 6 AWG conductor.

3.2 FIELD QUALITY CONTROL

A. Inspect each installed unit for damage. Replace damaged units.

B. Advance Notice: Give dates and times for field tests.

C. Provide instruments to make and record test results.

D. Tests and Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source, and as follows:

3.3 CLEANING AND ADJUSTING

A. Clean units after installation. Use methods and materials recommended by manufacturer.

END OF SECTION

SECTION 16693
BRANCH CIRCUIT PANELBOARD POWER CONDITIONING SURGE PROTECTION DEVICE

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of a high-energy power conditioning surge protection device(s) at branch circuit panelboards where indicated on the Drawings. The device shall incorporate transient voltage surge suppression (TVSS) and high-frequency electrical line noise filtering. The device shall provide effective high energy transient voltage suppression, surge current diversion, high-frequency attenuation, and line stabilization in ANSI/IEEE C62.41-2002 environments connected downstream from the facility's main overcurrent protective device. The device shall be connected in parallel with the facility's wiring system.

B. The device shall be installed as an integral part or external of the panelboard, switchboard.

1.3 SUBMITTALS

A. Submit product data and shop drawings for products specified under PART 2 - PRODUCTS.

B. Manufacturers' Product Data: Submit material specifications and installation data for products specified under PART 2 - PRODUCTS.

C. Shop Drawings: Submit shop drawings to indicate information not fully described by the product data to indicate compliance with the contract documents.

1 Include electrical characteristics and ratings for the specified equipment.

2 Include wiring diagrams indicating the internal connections of the specified equipment within its enclosure.

3 Drawings shall be provided indicating device dimensions, weights, mounting provisions, connection details and wiring diagrams.

4 Documentation of the specified device UL 1449 3rd Edition voltage protection rating (VPR) and per mode surge current rating shall be included. All submittals without this documentation will be rejected.

5 The manufacturer shall make available upon request certified documentation of applicable Location Category Testing in full compliance with ANSI/IEEE C62.41-1991 and ANSI/IEEE C62.45-1987 Guidelines.

D. Record Drawings

1 A complete set of manufacturers' product data and shop drawings indicating all post bid revisions and field changes.

1.4 QUALITY ASSURANCE

A. Industry Reference Standards and Publications: The device shall be designed, manufactured, tested and installed in compliance with the latest editions of:

1 American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (ANSI/IEEE C62.41-2002 and C62.45-2002)

2 Federal Information Processing Standards Publication 94 (FIPS PUB 94)

3 National Electrical Manufacturers Association (NEMA LS-1)

4 National Fire Protection Association (NFPA 70, National Electrical Code (NEC), 75 and 78)

5 Underwriters Laboratories UL 1449 Standard for Transient Voltage Surge Suppressors Surge Protection Devices and UL 1283 Standard for Electromagnetic Interference Filters.

B. The device shall be UL listed under UL 1449 and UL 1283 complimentary listed.

C. The device shall be warranted against defects in material and/or workmanship and any failure or end-of-life event including lighting for a minimum of TEN (10) years from the date of shipment.

D. The device shall be thoroughly factory-tested before shipment. Testing of the device shall include but not be limited to quality control checks, maximum continuous operating voltage (MCOV) check, and

clamping voltage verification tests. The MCOV check shall consist of a minimum of one (1) hour burn-in at the applicable MCOV.

1.5 SYSTEM DESCRIPTION

A. Environmental Requirements

1 Storage Temperature: Storage temperature range shall be -40° to +85° C (-40° to +185° F).

2 Operating Temperature: Operating temperature range shall be -40° to +60° C (-40° to 140° F).

3 Relative Humidity: Operation shall be reliable in an environment with 5% to 95% non-condensing relative humidity.

4 Operating Altitude: The device shall be capable of operation in an altitude of 0 - 12,000 feet above sea level.

5 Audible Noise: The device shall not generate any audible noise.

6 Magnetic Fields: No appreciable magnetic fields shall be generated. The device shall be capable of use directly in computer rooms in any location without danger to data storage systems or devices.

B. Electrical Requirements

1 Device Operating Voltage: The nominal operating voltage and configuration shall be that of the switchgear, distribution panel, sub or branch panelboard. Maximum Continuous Operating Voltage (MCOV): The allowable maximum continuous operating voltage of all suppression components utilized in the unit shall not be less than 115% of the nominal operating voltage.

2 Operating Frequency: The operating frequency range of the device shall be 47 to 63 Hertz.

3 Protection Modes: The devices primary mode of protection shall be line-to-neutral. The secondary modes of protection shall be line-to-ground and neutral-to-ground.

4 Surge Current Capacity and Voltage Protection Rating: Unless specifically noted on the drawings and/or the schedules, the surge current capacity, and the voltage protection rating of the SPD shall be not less than listed on the following table.

The above text gives you the option to request a specific surge current rating on the riser or panel schedules

Location	Per Mode Surge Current Rating	120/208vac 3 phase VPR	277/480vac 3 phase VPR
Switchgear	200,000 amps	900v	1200v
Distribution Panel	150,000 amps	900v	1200v
Sub or Branch Panel	100,000 amps	900v	1200v

5. Construction: SPD's with a surge current rating of greater than 155,000 amps per mode shall be field serviceable modular devices. SPD's with a surge current rating of less than 155,000 amps may be non-modular.

1.6 DOCUMENTATION

A. Equipment Manual. The manufacturer shall furnish an equipment manual with installation, operation, and maintenance instructions for the system.

PART 2 - PRODUCTS

2.1 MANUFACTURER

1 Square D
2 Cutler-Hammer
3 Current Technology
4 THOR SYSTEMS

2.2 TRANSIENT VOLTAGE SURGE SUPPRESSION COMPONENTS

A. The device shall include a solid-state suppression system which includes arrays of fused non-linear voltage dependent metal oxide varistors (MOV's) with similar operating characteristics. The suppression system shall not utilize gas tubes, spark gaps, silicon avalance diodes or other components which might short or crowbar the line, thus leading to interruption of normal power flow to or system upset of connected loads. The suppression system shall not incorporate any other components which may degrade performance or reliability of the

2.3 HIGH-FREQUENCY FILTER

A. The device shall include a UL 1283 high frequency extended range tracking filter. The filter shall reduce fast rise-time, high-frequency, error-producing transients and electrical line noise eliminating disturbances which may lead to system upset. The filter shall provide minimum insertion loss of 45 dB at 100 kHz attenuation frequency utilizing the MIL-STD-E220A 50 ohm insertion loss methodology.

2.4 INTERNAL CONNECTIONS

A. All internal wiring associated with the suppression/filter device and subject to surge currents shall utilize low-impedance copper bus bar and/or #4 AWG copper conductor or larger. All internal connections associated with the suppression/filter device and subject to surge currents shall be made with compression solderless-type lugs and shall be bolted to the bus bars in order to reduce overall system impedance.

2.5 FIELD CONNECTIONS

A. The device shall include mechanical lugs for each phase, neutral and ground, or permanently connected conductors as applicable. The lugs shall accommodate up to #4 AWG copper conductor.

2.6 ENCLOSURE

A. The device shall be provided in a surface mounted NEMA 1 type hinged enclosure, with a NEMA rating that matches or exceeds that of the switchgear, distribution panel, sub or branch panelboard that is being protected. of minimum 14 gauge steel, painted inside and out. Enclosure width shall not be greater than 24 inches.

2.7 MONITORING

A. The device shall include solid-state, long-life externally mounted LED visual status indicators that indicate the on-line status of each phase of the unit.

B. Dry Contacts

C. Audible alarm with silence switch

D. For Service Entrance or Switchgear SPD's: LED visual status indicators, Audible alarm with silence switch, Dry Contacts plus Surge Event Counter.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The installation and testing of the system shall be in full accordance with the manufacturer's installation, operation and maintenance instructions, and all national and local codes.

B. The device shall be installed as close as practical to the facility's wiring system in accordance with NEC Article 285, IEEE 1100-2005 section 8.4.2.5, plus applicable national/local electrical codes and the manufacturer's recommended installation instructions. Connection shall be from a minimum 40A branch circuit breaker in the switchgear, distribution panel or panelboard with #4 AWG copper conductors not any longer than necessary, avoiding unnecessary bends. Advise the engineer if the installed In no case shall conductors will be longer than 3 feet in length. Verify circuit breaker size with manufacturer.

3.2 TESTING

A. The system shall be field tested in the presence of the Owner. At the same time operational procedures shall be reviewed with the Owner.

B. If external test equipment is required, two (2) testers shall be furnished to the owner and two (2) training sessions shall be furnished. The first training session shall be with 90 days of occupancy and the second training session shall be not less eight months, but not more than 12 months after the first training session. Training and test equipment shall be furnished at no additional cost to the owner.

END OF SECTION

SECTION 16721
FIRE ALARM/LIFE SAFETY SYSTEM

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification Sections apply to Work covered by this Section.

B. Comply with other Division 16 Sections, as applicable. Refer to other Divisions for coordination of the Work.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing additional devices for the shell building fire alarm system, including all related systems and accessories.

1. Fire alarm control panel
2. Remote Annunciator
3. Addressable or conventional manual fire alarm stations.
4. Addressable analog and conventional area smoke detectors.
5. Conventional beam detectors.
6. Addressable analog and conventional duct smoke detectors.
7. Addressable analog and conventional heat detectors.
8. Sprinkler water flow alarm switches.
9. Audible notification appliances; bells, horns, chimes.
10. Visual notification appliances; strobes.
11. Central station alarm connection control.
12. Air handling systems shutdown control.
13. Stair pressurization system startup control.
14. Magnetic door holder release.
15. Dry pipe sprinkler release valve/deluge valve control.
16. Sprinkler supervisory switches and tamper switch supervision.
17. Dry pipe sprinkler release valve/deluge valve supervision.
18. Emergency generator supervision.
19. Fire pump supervision.
20. Battery standby.
21. System shall activate the overhead gates. Provide all accessories for an active system.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS. Shop drawings shall be generated by the Fire Alarm Contractor without the Engineers plans.

B. The submittal data shall include, but not necessarily be limited to, the following:

1 Complete bill of material indicating quantity, part numbers and brief description.
2 Data sheets for all products. If multiple models are shown on the same data sheet, highlight the specific model used.
3 Provide drawing with all devices.
4 Provide single line riser diagram showing all equipment and type, number and size of all conductors.

1.4 REFERENCE STANDARDS

A. The fire alarm system devices specified herein shall be designed, manufactured, installed and tested according to the latest version of the following standards:

1 National Fire Protection Association Standards
1 NFPA 70 - National Electric Code (NEC), Articles 725 & 760.
2 NFPA 71 - Central Station Signaling Systems
3 NFPA 72 - National Fire Alarm Code (NFAC)
4 NFPA 92A - Smoke Control Systems
5 NFPA 101 - Life Safety Code

2 Underwriters Laboratories, Inc.
1 UL 38 - Manually Activated Signaling Boxes
2 UL 228 - Door Holders for Fire Protective Signaling Systems
3 UL 268 - Smoke Detectors for Fire Protective Signaling Systems
4 UL268A - Smoke Detectors for Duct Applications
5 UL 346 - Waterflow Indicators for Fire Protective Signaling Systems
6 UL 464 - Audible Signaling Appliances
7 UL 864/UOJZ/APOU - Control Units for Fire Protective Signaling Systems
8 UL 1481 - Power Supplies for Fire Protective Signaling Systems
9 UL 1638 - Visual Signaling Appliances
10 UL 1711 - Amplifiers for Fire Protective Signaling Systems
11 UL 1971 - Standard for Fire Protective Signaling Systems
3 Americans with Disabilities Act (ADA)
4 Local and State Building Codes
5 Local Authorities Having Jurisdiction (LAHJ)

1.5 QUALITY ASSURANCE

A. The fire alarm system devices shall be listed and labeled by Underwriters Laboratories, Inc. for use in fire protective signaling system.

B. The Installing Contractor shall be factory authorized and trained and shall be NICET certified in the sub-field of Fire Alarm Systems, for the engineering and technical installation and supervision of the system. This certification shall be Level III for engineering and Level II for technical installation and supervision. Proof of certification shall be provided. All work shall be performed by skilled technicians, under the supervision and direction of the designated NICET engineering technician, all of whom shall be properly trained and qualified for the work.

C. The fire alarm contractor shall not sub out portion of the work. The fire alarm shall be responsible to complete the job.

D. Submission to Authority Having Jurisdiction: Submit copies of State Certificate as required by State Fire Marshall. Provide copy with operating and maintenance manual.

1.6 QUALIFICATIONS

1. The fire alarm contractor, as a business entity, shall be an authorized and designated representative of the equipment manufacturer and shall have been actively engaged in the business of selling, installation and servicing fire alarm systems for a period of at least (5) years prior to the bid date.

2. The fire alarm contractor shall have an office within 75 miles of the job site staffed with trained technicians who are qualified to manage the installation, to be responsible that the system is installed as submitted, to conduct system start-up, to instruct the project coordinators representatives and local authorities in the proper operation of the system, and to provide service throughout the warranty period. 3. The fire alarm contractor **SHALL NOT HAVE** any grievances or complaints on record regarding workmanship, code compliance, or service response with either the project coordinator, Architect, Engineer, Owner or the State Fire Marshals office. A contractor that has any prior finding(s) of a Fire Alarm license violation or has any litigation in process with the State Fire Marshal is **unacceptable**.

3. The fire alarm contractor shall be an active installer on the approved manufacturer for a minimum of 5 years.

1.7 WARRANTY

Warranty of all control equipment, sensors, I/O modules and all other peripherals and of materials, installation and workmanship shall be for one (1) year from date of acceptance.

2.The Contractor shall guarantee all wiring and raceways to be free from inherent mechanical or electrical defects for one (1) year from date of final acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. SILNET KNIGHT

2.2 CIRCUITING GUIDELINES

A. Each addressable analog loop shall be circuited as shown on the drawings but device loading in not to exceed 80% of loop capacity in order to leave for space for future devices. The loop shall have Class A B operation. When it is necessary to interface conventional initiating devices provide intelligent input modules to supervise Class A B zone wiring. The audio system components shall be an integral part of the fire alarm system control panel.

B. Audio Amplifiers

1 Each audio power amplifier shall have integral audio signal de-multiplexers, allowing the amplifier to select any digitized audio channels. The channel selection shall be directed by the system software. Multiple and different audio signals shall be able to be broadcast simultaneously from the same system network node.

2 Each amplifier output shall include a dedicated, supervised speaker circuit which is suitable for connection of emergency speaker appliances. Each amplifier shall also include a notification appliance circuit for connection of visual (strobe) appliances. This circuit shall be fully programmable and it shall be possible to define the circuit for the support of audible, visible, or ancillary devices.

3 Standby audio amplifiers shall be provided that automatically sense the failure of a primary amplifier, and automatically program themselves to select and de-multiplex the same audio information channel of the failed primary amplifier, and fully replace the function of the failed amplifier.

4 In the event of a total loss of audio data communications, all amplifiers will default to the local "EVAC" tone generator channel. If the local panel has an alarm condition, then all amplifiers will sound the EVAC signal on their connected speaker circuits.

5 In the event of a loss of the fully digitized, multiplexed audio riser, the audio amplifiers shall automatically default to an internally generated alarm tone.

6 Audio amplifiers shall automatically detect a short circuit condition on the connected speaker circuit wiring, and shall inhibit itself from driving into that short circuit condition.

2.3 DETECTORS

A. General

1 Detectors shall be capable of full digital communications using both broadcast and polling protocol. Each detector shall be capable of performing independent fire detection algorithms. The fire detection algorithm shall measure sensor signal dimensions, time patterns and combine different fire parameters to increase reliability and distinguish real fire conditions from unwanted deceptive nuisance alarms. Signal patterns that are not typical of fires shall be eliminated by digital filters.

2 Detectors shall have an integral microprocessor capable of making alarm decisions based on fire parameter information stored in the detector head. Distributed intelligence shall improve response time by decreasing the data flow between detector and loop controller. Detectors not capable of making independent alarm decisions shall not be acceptable. Maximum total loop response time for detectors shall be 0.5 seconds.

3 Detectors shall have a separate means of displaying communication and alarm status. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. Both LEDs on steady shall indicate alarm-standalone mode status. Both LEDs shall be visible through a full 360 degree viewing angle.

4 Detectors shall be capable of identifying diagnostic codes to be used for system maintenance. The diagnostic codes shall be stored at the detector.

5 Detectors shall be capable of transmitting pre-alarm and alarm signals in addition to the normal, trouble and need cleaning information. It shall be possible to program control panel activity to each level. Each detector shall be individually programmable to operate at various sensibility settings.

6 The detector microprocessor shall contain an environmental compensation algorithm which identifies and sets ambient "environmental thresholds." The microprocessor shall continually monitor the environmental impact of temperature, humidity, other contaminates as well as detector aging. The process shall employ digital compensation to adapt the detector to both long term and short term environmental changes. The microprocessor

SECTION 16741
TELEPHONE AND DATA COMMUNICATION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of a telephone and data communications empty conduit system, including all related systems and accessories.

B. Refer to section 17120 and 16740 for wiring.

1.3 SUBMITTALS

A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 - PRODUCTS.

PART 2 - PRODUCTS

2.1 GENERAL

A. Conduit, conduit sleeves, outlet boxes, cover plates and pullwire as indicated.

B. Fireproofing material for telephone and data communication conduit and conduit sleeves through fire rated walls and floors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install telephone and data communication raceways as indicated.

B. Install individual raceways from telephone and data communications outlets to above accessible ceiling. In areas without a ceiling, raceways shall be routed to the nearest ceiling space. In building without a ceiling, raceways shall be extended back to the main telephone/ data communication board or to a location indicated on the Drawings.

1. Minimum size conduit: **one inch.**
2. Raceway installation shall be in accordance with Section 16130.
3. Coordinate raceway installations in millwork and other fabricated architectural items with the other portions of the Work.
4. Provide pullwire in each raceway tagged on each end.
5. Raceways shall be terminated with an **insulating bushing** or a suitable connector with an insulated throat.

C. Provide telephone and data communications outlet boxes.

1. Provide a one-gang outlet unless noted otherwise.
2. Install outlet box and device ring at each location.
3. Install telephone and data communications outlets at same height specified for convenience outlets unless noted otherwise. Group telephone and data communications outlets with related receptacle outlets unless noted otherwise.
4. Install a blank cover plate on all unused communications outlet boxes.

END OF SECTION

SECTION 16900
EQUIPMENT CONNECTIONS AND CONTROL WIRING

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. The General Provisions, Supplemental General Provisions, Special Provisions and Division 1 Specification sections, apply to work covered by this Section.

B. Comply with Division 16 Sections, as applicable. Refer to other Divisions for coordination of work.

C. The furnishing and installation of control power wiring required for equipment furnished under Division 15 and not shown on the electrical drawings shall be furnished under Division 15. Control power wiring is defined as the line voltage (120V) power wiring for equipment control cabinets, temperature control, energy management, or building automation system panels and line voltage smoke/fire dampers. Provide 120V to equipment control devices. Coordinate with Division 15 prior to rough-ins.

D. The furnishing and installation of the temperature control wiring, energy management system or building automation wiring not shown on the electrical drawings shall be furnished under Division 15. Temperature control, energy management system and building automation system wiring is defined as the interlock or interconnecting wiring required between system control devices, appurtenances and control panels to allow the system to function automatically. This includes wiring between the fire alarm system, smoke exhaust systems, door entry systems and any other system requiring interface with the temperature control, energy management and building automation system.

1.2 SCOPE OF WORK

A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of power wiring to each motor-driven and/or electrically-operated system or unit of equipment.

B. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of the line voltage wiring serving power to a motor(s) or piece of electric powered equipment. The wiring shall allow the motor(s) or equipment to operate in a manual mode.

C. All control wiring above the ceiling or in the A/C return plenum shall be plenum rated cable.

D. Provide labor, materials, equipment, tools and services and perform operations required for, and reasonably incidental to, the providing of control wiring for miscellaneous systems. The Contractor shall be responsible for reviewing the project specifications to ascertain the extent of the control wiring required for the miscellaneous systems and shall assume the responsibility for performing the work.

E. Provide labor, materials, equipment, tools and services, and perform operations required for and reasonably incidental to, the providing of a fully connected and operating smoke damper installation. Coordinate with the mechanical contractor th required work. The following is a description of the responsibilities for the specified system:

1 The mechanical contractor will provide the smoke dampers and actuators as indicated in the specifications and on the plans. In addition, if the smoke dampers have pneumatic actuators, the mechanical contractor will provide all control air piping from a source to each smoke damper and the electro-pneumatic (EP) and/or pneumatic-electric (PE) switches as required for actuation of the smoke dampers.

2 The electrical contractor shall provide the power wiring for the smoke damper actuators.

3 The fire alarm contractor shall provide the signal and control wiring for the operation of the smoke dampers including all wiring of EP and/or PE switches.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials and equipment provided hereinafter shall comply with other Division 16 Sections and with Division 15 of these Specifications.

PART 3 - EXECUTION

3.1 MOTORS

A. Except for items that are furnished with factory-installed, integral motors, an electric motor of required size and electrical characteristics will be provided and installed as specified in Division 15 for each item of motor-driven equipment. As part of the work of this Section, complete the electrical installation of these motors in accordance with approved wiring diagrams and instructions.

B. Where disconnect switches or circuit breakers are not provided integral with control equipment for motors and other electrical appurtenances, provide and install all disconnect switches required by the National Electrical Code and/or as indicated on the Drawings.

3.2 SYSTEM, EQUIPMENT AND DEVICE WIRING

A. Connect complete for operation all items of heating, ventilation, air conditioning, plumbing, fire protection and all electrical systems, equipment and devices furnished by the Owner or specified in other Divisions of the Specifications. System, equipment and device outlets of various types have been indicated in the Specifications or on the drawings, but indication of exact location or scope of the work may not be indicated. Refer to the Owner and to the work specified in the other Divisions for the scope of connections to the equipment furnished by them and for the exact locations of all connections to the equipment furnished by them. Power wiring shall be provided under Division 16 as indicated. Control wiring not indicated to be provided under Division 16 shall be provided by the provider of the system, equipment, or device and installed and terminated under Division 16. Request all rough-in drawings required for proper installation of the electrical work in ample time to permit preparation of the installation drawings and thus avoid delays on the job.

END OF SECTION

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Building Repairs and/or Renovations to the Hidalgo County W.I.C. Offices located in Edinburg on the North side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

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

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3 , and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly

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notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the

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Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the even the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

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§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

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in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site

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without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings.

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The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The

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term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and

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claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor

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requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,

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promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an

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additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;

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g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the 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 coverage will be based on proper reporting or 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.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The

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policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, 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 Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 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.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 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.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.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.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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User Notes: (1634104686)

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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User Notes: (1634104686)

PURCHASING DEPARTMENT
County Of Hidalgo

EXHIBIT "D"

NOTICE TO PROCEED

TO:	HighMark Construction Company, LLC 2016 South 45th Street McAllen, TX 78503
PROJECT NAME:	**Hidalgo County –"Additions and Renovations to the WIC Clinic/Offices Located at 3105 East Richardson, Edinburg, TX"**
CONTRACT NO.:	C-12-021A-09-25
AMOUNT:	$465,000.00
DATE:	_____, 2012

Ladies and Gentlemen:

Let this serve as a formal notice to proceed for the construction of Hidalgo County –"Additions and Renovations to the WIC Clinic/Offices Located at 3105 East Richardson, Edinburg, TX" as per plans and specifications.

According to the terms of the contract, you are to fully complete the construction for this project within **120 consecutive** calendar days from notice to proceed. Therefore, you are hereby notified to Commence Work by **_____, 2012.**

Please review and abide by the construction plans and specifications prior to commencing with work. Any deviations must be submitted in writing to project architect Mr. Steve McGarraugh, AIA, Dannenbaum Engineering Company, and must be approved by County Commissioner's Court.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: **HighMark Construction Company, LLC**

Signature: _____

Name and Title: _____

EXHIBIT "E"

Client#: 13823 HIGHCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED Highmark Construction , LLC 2016 S 45th McAllen, TX 78503	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Scottsdale Insurance Company 03292 INSURER B : Texas Mutual Insurance Company 22945 INSURER C : REPUBLIC VANGUARD INS. COMPANY 40479 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		CPS1548280	04/30/2012	04/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			CNO100069702	04/30/2012	04/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001211639	04/30/2012	04/30/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Description Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas

General Liability contains the following endorsement:

CG 20 33 07 04 - Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required In Construction Agreement With You

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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EXHIBIT "F"

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No.: 105843387

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
HighMark Construction, LLC
2016 South 45th Street, McAllen, TX 78503

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square 5PB
Hartford, CT 06183-6014

OWNER (Name and Address)
Hidalgo County
2812 S. Business. Hwy 281, Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **09/25/2012**
Amount: **FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS ($465,000.00)**
Description (Name and Location): **Additions and Renovations to the WIC Clinic/Offices, Project No. 2012-021A-07-03-MSS, at 3105 E. Richardson, Edinburg, Texas**

BOND
Date (Not earlier than Construction Contract Date): **10/3/2012**
Amount: **FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS ($465,000.00)**
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
HighMark Construction, LLC

Signature: _____ CEO
Name and Title:

SURETY
Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: _____
Name and Title: **John W. Schuler, Attorney-in-Fact**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

Time Insurance Agency, Inc.
1405 E. Riverside Drive
Austin, TX 78741

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY
Company:	(Corporate Seal)	Company: Travelers Casualty and Surety Company of America (Corporate Seal)
Signature: _____		Signature: _____
Name and Title:		Name and Title:
Address:		Address:

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No.: 105843387

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
HighMark Construction, LLC
2016 South 45th Street, McAllen, TX 78503

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square 5PB
Hartford, CT 06183-6014

OWNER (Name and Address)
Hidalgo County
2812 S. Bus. Hwy 281, Edinburg, TX 78539

CONSTRUCTION CONTRACT
Date: **09/25/2012**
Amount: FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS ($465,000.00)
Description (Name and Location): **Additions and Renovations to the WIC Clinic/Offices, Project No. 2012-021A-07-03-MSS, at 3105 E. Richardson, Edinburg, Texas**

BOND
Date (Not earlier than Construction Contract Date): **10/3/2012**
Amount: FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100THS ($465,000.00)
Modifications to this Bond: ☒ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
HighMark Construction, LLC

Signature: _____
Name and Title:

SURETY
Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: _____
Name and Title: John W. Schuler, Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
Time Insurance Agency, Inc.
1405 E. Riverside Drive
Austin, TX 78741

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY
Company:	(Corporate Seal)	Company: Travelers Casualty and Surety Company of America (Corporate Seal)
Signature: _____		Signature: _____
Name and Title:		Name and Title:
Address:		Address:

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

105843387

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225046 **Certificate No.** 005009941

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John W. Schuler, Walter E. Benson, Stephen R. Smith, Tom Mulanax, and Thomas X. Brewka

of the City of Austin, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of August, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 21st day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
9601 McAllister Frwy, Ste. 900
San Antonio, TX 78216

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

AI-35131 **Purchasing Department 19. F. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha L Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a professional surveying services agreement (approved for negotiations-CC-10-23-12) with Quintanilla, Headley & Associates for: "Surveying Services" (as needed basis) for BCAP projects located within HC- Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-125-028-0-334

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 11-9-12. Other possible funding sources include funds 1311 & 1312 for various Pct. 1 Colonia projects

Attachments

legal.s ok

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 02:02 PM
Budget & Management	Merlen P. Munoz	11/08/2012 02:11 PM
Ivan Cantu	Ivan Cantu	11/09/2012 09:44 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Yvette Islas Started On: 11/06/2012 02:01 PM

Final Approval Date: 11/09/2012

From:	Martha Salazar
To:	yvette.islas@co.hidalgo.tx.us
Subject:	FW: surveyors pct 1 qhna bcap
Date:	Monday, November 05, 2012 4:54:39 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 05, 2012 4:38 PM
To: 'Martha Salazar'
Subject: RE: surveyors pct 1 qhna bcap

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 05, 2012 4:26 PM
To: 'Steve Crain'
Cc: yvette.islas@co.hidalgo.tx.us
Subject: FW: surveyors pct 1 qhna bcap
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Monday, November 05, 2012 2:19 PM
To: 'Martha Salazar'
Subject: surveyors pct 1 qhna bcap

Ms Marty,

Please forward to Mr. Crain for review.

Thanks
Yvette S. Islas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-12-272-10-23

THIS AGREEMENT is made effective the **13th** day of **November, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Quintanilla, Headley & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **Border Colonia Access Program Projects (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 1 in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to County "Surveying services" for and in connection to the: **Border Colonia Access Program Projects (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **November 13, 2012,** expiring, **November 12, 2013** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B"

attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to

complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or

ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring

them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction,

interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Surveyor:	**Quintanilla, Headley & Associates, Inc.** Attention: Alfonso Quintanilla, President 124 East Stubbs Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. All pronouns used in this Agreement shall include the other gender,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor**.** The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2012.

SURVEYOR:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, President

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2012

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT “A-1”

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-005-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-005-01-18-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2012-005-01-18-YZV

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-005-01-18-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ Nº 2012-005-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2012 and ending February 8, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2012-005-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

EXHIBIT “A”

Scope of services to be provided by the Surveyor

Services and Capabilities of **Quintanilla, Headley & Associates:**

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easement of a given parcel of land. This involves record and field research, measurements, and computations to established boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

Boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey performed for determining precise locations of horizontal and vertical control points for use in a boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest GPS equipment. Vertical locations are derived using state of the art digital levels and are base on existing published bench marks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvements plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features natural and man-made such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements for developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT “B”

Surveying Rate Schedule

EXHIBIT "B"

Surveyor's Hourly Rates

Project: Hidalgo County Precinct No. 1
Round III-B BCAP Projects

Contract No. C-CAP-12-272-10-23

1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT “C”

Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/2012

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: KINSALE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	0100000701-02	09/19/2012	09/19/2013	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROOF OF COVERAGE FOR BID

CERTIFICATE HOLDER

HIDALGO COUNTY
EDINBURG TX 78541-

CANCELLATION

AI 10275

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539 (956) 381-0928	CONTACT NAME: LUPITA MARTINEZ PHONE (A/C, No, Ext): (956) 381-0928 FAX (A/C, No): (956) 318-1761 E-MAIL ADDRESS: guadalupe.o.martinez.h58o@statefarm.com
INSURED QUINTANILLA, HEADLEY & ASSOCIATES 124 E STUBBS ST EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : State Farm Fire and Casualty Company — 25143 INSURER D : State Farm Fire and Casualty Company — 25143 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	90-63-2329-1 L	03/12/2012	03/12/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	Y	Y	00 5405-B01-53 E	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 500,000 $ 500,000 $ 500,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-EJ-3010-1 F	03/12/2012	03/12/2013	EACH OCCURRENCE AGGREGATE	$ $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	90-BK-M332-3 F	10/11/2012	10/11/2013	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

06 LINCOLN MARK 0615, 11 TOYOTA TACOMA 4059, 10 CHEVROLET K1500 8812, 10 MAZDA TRIBUTE 2427, 09 CHEVROLET TAHOE 7329, 09 FORD F150 9515, 09 FORD F150 9546, 09 FORD F150 4887

CERTIFICATE HOLDER

HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Monica Fernandez

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381-0527

AI-35135 **Purchasing Department 19. G. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: **Hidalgo County Sheriff's Office-"Radiological Diagnostic & Related Mobile Services for Inmates",** under Request for Bids (RFB) No: **2012-175-10-17-SMA**

BACKGROUND

1. Contract document reviewed and approved by legal counsel 11/06/12
2. Current contract expires: December 31, 2012
3. New Contract to commence: January 01, 2013
4. Recommended Bidder: L.V. MOBILE IMAGING, L.L.C.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-423-21-280-002-0-331

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Services will be on as needed basis and will commence in January 01, 2013

Attachments

Recommendation Memo, participation, tabulation, contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 02:08 PM
Budget & Management	Merlen P. Munoz	11/08/2012 02:15 PM
Manuel Chapa	Manuel Chapa	11/09/2012 09:10 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Sandra Montalvo Started On: 11/06/2012

Final Approval Date: 11/09/2012

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

RECEIVED
OCT 23 2012
By 9:48

TO: **Rene Gonzalez**
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department.

DATE: October 18, 2012

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2012-175-10-17-SMA - ***Hidalgo County Sheriff's Office-Radiological Diagnostic & Related Mobile Services For Inmates"***

We have received **three (3) responses** to the above mentioned project. Please refer to the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Friday, October 31, 2012, @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-423-21-280-002-0-331

Recommendations/Concerns: Award To Lowest Bid.
L.V. Mobile Imaging, LLC.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Comdr. Rene Gonzalez	HCSO	10/23/12

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: October 17, 2012 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Sheriff's Office-Radiological Diagnostic & Related Mobile Services For Inmates"***

BID NO.: 2012-175-10-17-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	CALERA, INC. D/B/A Rio Grande Valley Mobile X-Ray Attn: Cynthia Calera	BLM	Sandra Montalvo	10/03/12	1421 Sioux Rd. Alamo, Texas 78516 956-783-9779 Cynthia@rgvmxrays.com raul@rgvmxrays.com
2)	SOUTH TEXAS MOBILE X-RAY Attn: Daniel Longoria	BLM	Sandra Montalvo	10/03/12	P.O. BOX 84 823 N Quail Hollow Weslaco, Texas 78596 956-447-9733 fax 956-447-9729-ph 956-272-6934 -cell stmxrays@yahoo.com
3)	PRIME VENDOR INC. Attn: Erika Russ	EMR	Sandra Montalvo	10/03/12	4622 Cedar Avenue Suite 123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 work43@prime-vendor.com
4)	MOBILE X-RAYS ON DEMAND LLC Attn: Dagoberto Barrera	EMR	Sandra Montalvo	10/09/12	3400 N. McColl Rd. Ste. 4 McAllen, Tx. 78501 Phone: 956-972-0400 Fax:0956-972-0402 dago@xraysondemand.com
5)	CMMS X-Ray Contact: Anna Dailey	EMR	Sandra Montalvo	10/15/12	P.O. Box 643 San Marcos, TX 78667 anna@cmmsxray.com
6)					
7)					
8)					
9)					
10)					
11)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

BID OPENING DATE: October 17, 2012 @ 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Sheriff's Office-Radiological Diagnostic & Related Mobile Services For Inmates"***

BID NO.: 2012-175-10-17-SMA

DIAGNOSTICS PROCEDURES	PARTICIPATING VENDORS		
	CALERA, INC. DBA Rio Grande Valley Mobile X-Rays	MOBILE X-RAYS ON DEMAND, LLC	L.V. MOBILE IMAGING, LLC
	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
X-Ray Individual	$50.00	$45.00	$30.00
X-Ray Reading And Report To Facility	$20.00	$15.00	$20.00
Sonograms	$80.00	$100.00	$-0-
Ultrasounds	$80.00	$100.00	$100.00
Set-Up Fee Per Procedure: (If Applicable)	$-0-	------	$-0-
After Hours/Weekends/Holiday charges: (if applicable)	$-0-	------	$-0-
TOTAL	**$230.00**	**$260.00**	**$150.00**

From: Leticia Saenz
To: "Sandra Montalvo"
Cc: "Darlene Betancourt"
Subject: FW: Contract #C-12-175-11-13-LV Mobile Imaging LLC-HCSO
Date: Tuesday, November 06, 2012 4:49:42 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 06, 2012 4:32 PM
To: 'Leticia Saenz'
Subject: RE: Contract #C-12-175-11-13-LV Mobile Imaging LLC-HCSO

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, November 06, 2012 2:31 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Sandra Montalvo'; 'Darlene Betancourt'
Subject: Contract #C-12-175-11-13-LV Mobile Imaging LLC-HCSO

Mr. Crain-

Please review and approve as to form, Contract **#C-12-175-11-13-LV Mobile Imaging LLC** for the purposes of:**"Radiological Diagnostic & Related Mobile Services for Inmates"** for the **Sheriff's Office (attached hereto)**

Note: will be placing on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-175-11-13

THIS CONTRACT is made and entered into this **13th** day of **November, 2012** by and between the **County of Hidalgo, Texas** ("County") and **L.V. MOBILE IMAGING, L.L.C.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Radiological Diagnostic & Related Mobile Services for Inmates" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services

that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2013** and expiring on **December 31, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	L.V. Mobile Imaging Attn: Viola Longoria, Administrator 44 West Jefferson Street, Suite B Brownsville, Texas 78521

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this __day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: L.V. MOBILE IMAGING, L.L.C.

By:_____
Printed Name: _____
Title:_____

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 01, 2012

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids- **"Radiological Diagnostic & Related Mobile Services for Inmates"**
Bid No: 2012-175-10-17-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

Table of Contents

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5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
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8.	**Certification Regarding Debarment**	1
9.	**Draft Service Contract**	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 1, 2012
Date

Bid No: 2012-175-10-17-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

RFB No.: 2012-175-10-17-SMA

BID OPENING DATE: October 17, 2012 @ 9:30 a.m

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-175-10-17-SMA- HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, o**n Or Before 9:30 A.M. WEDNESDAY, October 17, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-175-10-17-SMA-HIDALGO COUNTY SHERIFF'S OFFICE–"Radiological Diagnostic & Related Mobile Services for Inmates".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

ATTN.: Guadalupe Lupe Trevino
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 17, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm.**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"Radiological Diagnostic & Related Mobile Services for Inmates"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT-"A"

Specifications/Requirements

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

SCOPE:

County of Hidalgo is requesting qualified vendor(s) that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Radiological Diagnostic & Related Mobile Services for Inmates Incarcerated in Hidalgo County Jail*** in a timely fashion; ensure that radiological diagnostic service meets County and state jail standards; ensure quality, yet cost effective; and provide such Services for Inmates Incarcerated in Hidalgo County Jail on an **"As Needed Basis."** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

The intent of this solicitation is to obtain the professional radiological diagnostic services of an x-ray lab with demonstrated relevant experience by not limited to the following:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient(s) to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If X-Ray's must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the X-Ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) Registered. Nurse-Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the following:

a.) Department Name & Address:	Hidalgo County Jail-Infirmary Department P.O. Box 1228 Edinburg, Texas 78539
b.) purchase order number; c.) the inmate name; d.) DOB e.) Sheriff's Office No.:	f.) Name of test or x-ray series g.) Date of Service i) Total amount due

9. The following are examples of our most common type of X-Ray, Ultrasounds, Sonograms, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

X-RAYS	ULTRASOUNDS	OTHER
Chest	US Venous Doppler unilateral- 93971	Sonograms
Hands	US Retroperitoneal-76770	
Wrists	US Pelvic-76856	
Fingers	US Scrotum-76870	
Spinal	US Abdominal-76700	
Arms	US Abdominal-76705	
Back	US Extracranial/Carotid Duplex-93880	
Shoulders	US Bilateral Venous Duplex-93880	
Legs	US Soft Tissue Neck/Thyroid-76536	
Knees	US Bilateral Duplex Lower Extremity-93925	
Abdomen	US Extremity-76881	
Ankles	Retroperitone	
Face	Scrotum	
Feet	Pelvis	
Skull		
After Hours/Weekends/Holiday charges		
Setup Fee per Procedure		

EXHIBIT-"A"

Specifications/Requirements

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

REQUIRMENTS:

1) All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2) Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3) Hidalgo County requires service and turn around on a 48-hour basis.
   a) VERBAL interpretation within forty eight (48) hours, following the development of images.
   b) WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

4) Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5) Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6) Vendor must have been in business for at least two years.

7) A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices...not individuals)--where like services have been performed. The bid should include, but not limited to the following:

   a). Company
   b). Contact Person
   c). Phone Number
   d). Worked Preformed
   e). Contract Term

8) A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

TERMS & CONDITION:

1) Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8) Hidalgo County reserves the right to award the bid to ***MULTIPLE*** bidders if the County determines it is in its best interest to do so.

9) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13) The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **at 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, October 10, 2012 5:00 p.m.,** Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, October 12, 2012.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

DIAGNOSTICS PROCEDURES	TOTAL PRICE
X-RAY INDIVIDUAL	$
X-RAY READING AND REPORT TO FACILITY	$
SONOGRAMS	$
ULTRASOUNDS	$
Set-up Fee per procedure: (if applicable)	$
After Hours/Weekends/Holiday charges: (if applicable)	$
TOTAL	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?:_____ _%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE & TABULATION

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

DIAGNOSTICS PROCEDURES	TOTAL PRICE
X-RAY INDIVIDUAL	$ 30.00
X-RAY READING AND REPORT TO FACILITY	$ 20.00 OPENED 9:42 10-17-12
SONOGRAMS	$ 0.00
ULTRASOUNDS	$ 100.00 Witnessed
Set-up Fee per procedure: (if applicable)	$ 0.00
After Hours/Weekends/Holiday charges: (if applicable)	$ 0.00
TOTAL	$ 150.00

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Viola Longoria/L.V Mobile Imaging

ADDRESS: 44 w jefferson st suite b

CITY/STATE/ZIP CODE: Brownsville Tx,78521

PHONE & FAX NO'S: 956-5549729 fax: 956554-9725

CELLULAR NO: 956-463-7482

E-MAIL ADDRESS: violaxray@yahoo.com

AUTHORIZED SIGNATURE:

PRINTED NAME: viola longoria

TITLE Administrator

EXHIBIT "C"

INSURANCE REQUIREMENTS

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Michael Camargo
- 5500 N Mccoll Rd Unit B1
- Mcallen, TX 78504-2225
- 956-627-3636

Issue Date (MM/DD/YY) 11/06/2012

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 33L

Insured Name & Address
- LV MOBLIE IMAGING LLC
- 44W JEFFERSON ST SUITE B
- BROWNSVILLE, TX 78521

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A		General Liability	605144252	10/24/2012	10/24/2013	General Aggregate	$ 2,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 1,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 1,000,000
		Contractual - Incidental Only				Each Occurrence	$ 1,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
B	X	Automobile Liability	605013265	05/24/2012	05/24/2013	Combined Single Limit	$ 500,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$ 500,000
	X	Scheduled Autos				Bodily Injury (Per accident)	$ 500,000
		Hired Autos				Property Damage	$ 500,000
		Non-Owned Autos				Garage Aggregate	$ 500,000
		Garage Liability					
		Umbrella Liability				Limit	$
B	X	Workers' Compensation and Employers' Liability	A07084271	10/19/2012	10/19/2013	Statutory	
						Each Accident	$ 1,000,000
						Disease - Each Employee	$ 1.000,000
						Disease - Policy Limit	$ 1,000,000

Description of Operations/Vehicles/Restrictions/Special items:

Certificate Holder

Name & Address
- HIDALGO COUNTY
- ATTN: Purchasing Department
- 2812 S Highway bus 281
- Edinburg, Texas 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

AI-35182 **19. G. 2.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting clarification and approval to amend Sole Source Declaration (approved by CC 06/12/12-AI #32625) for Spillman Technologies, Inc. to include the purchase of all future purchases of equipment, licenses, software, maintenance-support and related services for the Sheriff's Office current Electronic Drivers License Scanning Solution System with the term through the life of the equipment/software/maintenance-support & related services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-XXX

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 216041 as of 11-9-12 $20,351.74 for Spillman Technologies.
Object Code:
665 $10,487.00
336 $ 9,864.74

FISCAL YEAR: 2012 ACCT. #: 2-1229-421-00-280-007-0-XXX

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 225126 as of 11-9-12 $17,234.33 for Spillman Technologies.
Object Code:
665 $13,842.84
336 $ 3,391.49

Attachments

Spillman
Requsition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 03:08 PM
Budget & Management	Merlen P. Munoz	11/08/2012 03:15 PM
Manuel Chapa	Manuel Chapa	11/09/2012 09:34 AM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Sandra Montalvo Started On: 11/07/2012

Final Approval Date: 11/09/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00216041
PO #
Date: 05/11/12

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: DIR-SDD-1623
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DL SCANNER WILL BE USED TO RUN DRIVERS LICENSE INFORMATION THRU VEHICLE COMPUTER DO NOT DUPLICATE ORDER		
25.00	EACH	E-SEEK M-250 DL SCANNER	419.48	10,487.00
50.00	EACH	DL SCANNING LICENSE (OPEN MARKET, PROPRIETARY SOFTWARE)	184.95	9,247.50
4.00	EACH	PROJECT MANAGEMENT	129.31	517.24
1.00	EACH	SHIPPING	100.00	100.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	9,864.74	
		2-1100-421-00-280-001-0-665	10,487.00	
			Freight	.00
			Total	20,351.74
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

5/16/12

Authorized By: _____

Rhea 21604

RECEIVED
MAY 21 2012
By Nma 9:50



spillman technologies, inc.
reliable

Quote Expiration Date June 30, 2012
Quote Number 2012-3555
DIR Number DIR-SDD-1623

services included

- First-Year Maintenance - For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- Project Management and Installation - A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- Training - Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

modules included

package quote
$20,351.74

E-Seek M-250 DL Scanner	25	595.00	29.50%	CAD	419.48	$10,487.00
DL Scanning License	50	205.50	-	CAD	184.95	$9,247.50
Project Management	4	182.00	29.50%	CAD	129.31	$517.24
Shipping and Handling	1	-	-	-	100.00	$100.00

DL Scanning Software isn't part of DIR Pricing. Spillman has discounted this software 10%

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Hidalgo County Sheriffs Department
Customer's Name

By: _____
Authorized representative of Customer

_____
Print Name and Title

_____
Date

Estimated Second Year Maintenance $2,060

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidentail and proprietary information of Spillman Technologies, Inc. © 2010

1625 West Lake Park Blvd Salt Lake City, UT 84116 phone 801.902.1200 fax 801.902.1210

Tanya.Delira

From: Samuel Kienow [skienow@spillman.com]
Sent: Tuesday, May 29, 2012 10:47 AM
To: tanya.delira@co.hidalgo.tx.us
Subject: Spillman DL Scanners Purchase

Tanya:

Thanks for your patience with me on the phone last week. I was traveling around northern CA and the reception can be rough.

I've spoken with our team and we don't need anything else signed, we just need the PO emailed to us. Let me know if you need any other information. Also, should you be the initial contact for the project at the agency?

Thanks,

Sam

Samuel J. Kienow
Account Sales Representative

spillman technologies, inc.
reliable

TOLL FREE: 800.860.8026 ext. 1886
LOCAL: 801.902.1886
FAX: 801.902.1210
MOBILE: 801.647.6266

www.spillman.com

Connect with support, submit problems, and access the NEW Knowledgebase online at My Spillman.

spillman technologies, inc.

reliable

To Whom It May Concern:

Spillman Technologies is suggesting a sole source justification for providing an electronic driver license scanning solution to the Hidalgo County Sheriff's Department. The goal of this project is to allow Hidalgo's deputies quick and complete access to a driver's records. There are two pieces to this project, a software component that is integrated specifically into Spillman's Mobile software and the hardware, which is interfaced to the Spillman Mobile software and DL Scanning suite. Hidalgo needs this project to help streamline the workloads of their personnel and allow easier access to vital public safety information in a timely manner.

We recommend this combined solution for several reasons. First and foremost are that Spillman is at the head of our software industry. We have been in the industry for several years and are a stable, healthy company. The second is the proposed solution has been successfully accomplished at several other agencies across the country. This allows the county the safety of knowing the solution is tried, tested, and fully functional. Another is the ease of use for the deputy. Anytime that can be spent automating a process can help to save time and limit exposure to liability. Lastly, this solution is already rolled out currently at Hidalgo County. This purchase is an expansion of a working project already in place.

Spillman Technologies' solution for Hidalgo County is something no other vendor can accomplish in the timeframe desired. The likely timeframe for completing a project like this without Spillman would be well over a year from start to finish. With the proposed solution, completion would be under one month. It's also by far the most cost effective solution for the SO. Going with another software vendor would likely cost 2-3 times the amount of the currently proposed solution and would not have the ease of use and integration so important to this project.

Hidalgo County will be well served by this project. With Spillman's 100% implementation rate and industry leading technology, this will be the perfect fit for the SO as well.

S

Tanya.Delira

From: Samuel Kienow [skienow@spillman.com]
Sent: Wednesday, May 30, 2012 4:51 PM
To: tanya.delira@co.hidalgo.tx.us
Subject: DL Scanning Project Maintenance
Attachments: Hidalgo SO 25 DL Scanners and 50 DL Scanning Licenses 04.20.12.pdf

Tanya:

Attached is the updated DL Scanning agreement. You'll find on the left side, toward the lower part of the page a line that reads, "Estimated 2nd Year Maintenance $2060". That's the recurring cost for the software maintenance and support.

Let me know if you have any other questions.

Thanks,

Sam

Samuel J. Kienow
Account Sales Representative
spillman technologies, inc.
reliable
TOLL FREE: 800.860.8026 ext. 1886
LOCAL: 801.902.1886
FAX: 801.902.1210
MOBILE: 801.647.6266
www.spillman.com

Connect with support, submit problems, and access the NEW Knowledgebase online at My Spillman.



spillman technologies, inc.
reliable

Quote Expiration Date June 30, 2012
Quote Number 2012-3555
DIR Number DIR-SDD-1623

services included

- First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

modules included

package quote
$20,351.74

Description	QTY	MSRP	DIR Discount	DIR Category	Unit Price	Total
E-Seek M-250 DL Scanner	25	595.00	29.50%	CAD	419.48	$10,487.00
DL Scanning License	50	205.50	-	CAD	184.95	$9,247.50
Project Management	4	182.00	29.50%	CAD	129.31	$517.24
Shipping and Handling	1	-	-	-	100.00	$100.00

DL Scanning Software isn't part of DIR Pricing. Spillman has discounted this software 10%

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Hidalgo County Sheriffs Department
Customer's Name

By: _____
Authorized representative of Customer

_____
Print Name and Title

_____
Date

Estimated Second Year Maintenance $2,060

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidentail and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

Tanya.Delira

From: Samuel Kienow [skienow@spillman.com]
Sent: Thursday, May 31, 2012 9:31 AM
To: Tanya.Delira
Subject: Re: DL Scanning Project Maintenance
Attachments: image001.png

Correct

On May 31, 2012, at 8:10 AM, "Tanya.Delira" <tanya.delira@co.hidalgo.tx.us> wrote:

> Good morning, Mr. Samuel…☺ however the maintenance agreement will take effect until next year right?
>
> **From:** Samuel Kienow [mailto:skienow@spillman.com]
> **Sent:** Wednesday, May 30, 2012 4:51 PM
> **To:** tanya.delira@co.hidalgo.tx.us
> **Subject:** DL Scanning Project Maintenance
>
> Tanya:
>
> Attached is the updated DL Scanning agreement. You'll find on the left side, toward the lower part of the page a line that reads, "Estimated 2nd Year Maintenance $2060". That's the recurring cost for the software maintenance and support.
>
> Let me know if you have any other questions.
>
> Thanks,
>
> Sam
>
> <image001.png>
> Connect with support, submit problems, and access the NEW Knowledgebase online at My Spillman.

Tanya.Delira

From: Samuel Kienow [skienow@spillman.com]
Sent: Thursday, May 31, 2012 3:32 PM
To: Tanya.Delira
Subject: RE: DL Scanning Project Maintenance

We are the sole proprietor of the software and no one can purchase our software anywhere else, but through us.

Thanks,

Sam

Sam Kienow
Account Sales Representative
Spillman Technologies
Mobile - 801.647.6266
Direct - 801.902.1886

Connect with support, submit problems, and access the NEW Knowledgebase online at My Spillman.

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, May 31, 2012 12:59 PM
To: Samuel Kienow
Cc: 'Martha Salazar'
Subject: RE: DL Scanning Project Maintenance

Mr. Samuel, is your company the sole proprietor for this software or can we purchase the software/license thru another source?

From: Samuel Kienow [mailto:skienow@spillman.com]
Sent: Thursday, May 31, 2012 9:31 AM
To: Tanya.Delira
Subject: Re: DL Scanning Project Maintenance

Correct

On May 31, 2012, at 8:10 AM, "Tanya.Delira" <tanya.delira@co.hidalgo.tx.us> wrote:

> Good morning, Mr. Samuel…☺ however the maintenance agreement will take effect until next year right?
>
> ---
>
> **From:** Samuel Kienow [mailto:skienow@spillman.com]
> **Sent:** Wednesday, May 30, 2012 4:51 PM
> **To:** tanya.delira@co.hidalgo.tx.us
> **Subject:** DL Scanning Project Maintenance
>
> Tanya:

Attached is the updated DL Scanning agreement. You'll find on the left side, toward the lower part of the page a line that reads, "Estimated 2nd Year Maintenance $2060". That's the recurring cost for the software maintenance and support.

Let me know if you have any other questions.

Thanks,

Sam

<image001.png>
Connect with support, submit problems, and access the NEW Knowledgebase online at My Spillman.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: 06/19/2012

RE: "Sole Source Declaration" Spillman Technologies, Inc.

The Hidalgo County Sheriff's Office Law Enforcement Facility currently possesses and utilizes the E-SEEK M-250 DL Scanners since 08/2011 and would like to purchase 25 more. These scanners are designed to help streamline the workloads and allow easier access to vital public safety information in a timely manner.

Spillman Technologies, INC. is the Sole Source for providing an electronic driver license scanning solution. There are two pieces to this project, a software component that is integrated specially into Spillman's Mobile Software and the hardware, which is interfaced to the Spillman Mobile Software and DL Scanning suite.

Therefore, the Hidalgo County Sheriff's Law Enforcement Facility requires the purchase and the continued renewal of the software maintenance and support with Spillman Technologies, Inc.

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00225126

PO #

Date: 10/22/12

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE INSTALLED AND USED IN SHERIFF'S OFFICE PATROL FLEET. DO NOT DUPLICATE ORDER		
33.00	EACH	E-SEEK M-250 DL SCANNER	419.48	13,842.84
15.00	EACH	DL SCANNING LICENSE	184.95	2,774.25
4.00	EACH	PROJECT MANAGEMENT	129.31	517.24
1.00	EACH	SHIPPING	100.00	100.00
		Account No	Encumbrance	
		2-1229-421-00-280-007-0-336	3,391.49	
		2-1229-421-00-280-007-0-665	13,842.84	
			Freight	.00
			Total	17,234.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Proj# 335176

enhancement

Quote and Purchase Agreement

spillman technologies, inc.
reliable

Quote Expiration Date November 15, 2012
Quote Number 2012-3833
DIR Number DIR-SDD-1623

services included

- First Year Maintenance - For the specific modules listed in this document, all upgrades and live phone support services are included for the entire first year. Second year maintenance is estimated below.
- Project Management and Installation - A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to create a smooth upgrade transition.
- Training - Whether it's on-site, web-based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

modules included

package quote
$17,234.33

Description	QTY	MSRP	DIR Discount	DIR Category	Unit Price	Total
E-Seek M-250 DL Scanner	33	595.00	29.50%	CAD	419.48	$13,842.84
DL Scanning License	15	206.50	-	CAD	184.95	$2,774.25
Project Management	4	182.00	29.50%	CAD	129.31	$517.24
Shipping and Handling	1	-	-	-	100.00	$100.00

DL Scanning Software isn't part of DIR Pricing. Spillman has discounted this software 10%

Upon signature by Customer below, Customer agrees to be bound by the terms and conditions set forth upon the last page of this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Hidalgo County Sheriffs Department
Customer's Name

By: _____
Authorized Signature of Customer

Print Name and Title

Date

Estimated Second Year Maintenance $618

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidential and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

AI-35084 **Purchasing Department 19. H. 1.**

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsive vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein reflecting 4 participants) meeting all specifications and/or requirements for the purpose of award including approval of contract to ARB Fire Protection in connection with Request for Bid (RFB) Project: **"Fire Extinguisher Equipment & Maintenance"** for **Hidalgo County** under Project Bid **No.: 2012-144-MEG.**

BACKGROUND

1. Contract will commence on: November 25, 2012.
2. Contract document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

County Wide Project- various accounts
Services are on an as needed basis. See exp report for possible funding sources and availability of funds.

Attachments

Participating Log
contract-apprvd by legal
email-legal apprvd contract
Tabulation Sheet
exp report- object 432

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 01:25 PM
Budget & Management	Merlen P. Munoz	11/08/2012 02:09 PM
Rosalinda Cantu	Rosie Cantu	11/08/2012 05:37 PM
Auditor's Office	Angela Garcia	11/09/2012 03:46 PM

Form Started By: Elena Gomez Started On: 11/01/2012 02:24 PM

Final Approval Date: 11/09/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: October 31, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (all funding sources) "FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE" **BID NO.: 2012-144-10-31-MEG**

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS & PHONE No
1.) Corky's Fire Ext. Sales & Services Attn: Sandra Hammer	Email	Elena Gomez	10/15/12	1715 Dawson P.O. Box 6055 McAllen, Texas 78502 956-380-1938 Corkysfireext@yahoo.com
2.) First Line Fire Protection Attn: Carlos Sanchez/Anna Sanchez	IP	Elena Gomez	10/16/12	3800 N. Raul Longoria Road San Juan, Texas 78589 (956) 782-0022 (956) 581-0196 cell (956) .207.2625 annaflfp@yahoo.com
3.) Argus Security Systems, Inc. Attn: T Bowen	Email	Elena Gomez	10/15/12	314 Ash Ave. McAllen, Texas 78501 956-682-6344 tbowen@asgsecurity.com msalinas@asgsecurity.com
4.) SimplexGrinnell LP Attn: Burt VanBuren	Email	Elena Gomez	10/15/12	1200 E. Hackberry Ave. Ste A McAllen, Texas 78501 956-618-5284 956-242-5985 cell bvanburen@simplexgrinnell.com
5.) ARB Fire Protection Attn: Annette Bogle	Email	Elena Gomez	10/15/12	P.O. BOX 628 Farmersville, Tx 75442 214-364-0704 (office) 972-989-9577 (cell) 972-782-7442 (fax) Annette2ya@wmconnect.com rtbogle1@wmconnect.com
6) Prime Vendor Inc. Katie Collier	Email	Elena Gomez	10/17/12	4622 Cedar Avenue, Suite #123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids3@prime-vendor.com
7.) City Wide Fire Protection M ichelle Ramirez Director of Service Operations	Email	Elena Gomez	10/17/12	Direct Line: 210/857-0070 sales@citywidefireprotection.com www.citywidefireprotection.com
8.) Drew L. Smith Systems Engineer Safety Control dsmith@safetycontrolusa.com	Email	Elena Gomez	10/25/12	P.O. Box 271 Mt. Pleasant, TX. 75456 1-800-693-7716 Cell 903-445-7071 Fax 903-717-8945

Via:

IN PERSON (IP)
TELEPHONE REQUEST (TR)
E-MAIL BIDDER (EMR)
BIDDER LIST MAIL OUT (BLM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-144-11-13

THIS CONTRACT is made and entered into this **13th** day of **November, 2012** by and between the **County of Hidalgo, Texas** ("County") and **Rick & Annette Bogle** d/b/a **ARB Fire Protection** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Fire Extinguishers/Equipment and Maintenance Service" (on an as needed basis)** (the "Services"); and;

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, attached hereto and incorporated herein, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, attached hereto and incorporated herein within **Hidalgo County** following a request for Services by its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years**, commencing on **November 25, 2012** and expiring on **November 24, 2015** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Rick & Annette Bogle
d/b/a ARB Fire Protection
Attn: Rick & Annette Bogle
P. O. Box 168
Stamford, Texas 79553

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: Rick & Annette Bogle
d/b/a **ARB Fire Protection**

By:_____
Printed Name: Rick or Annette Bogle
Title: Owners

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY (ALL FUNDING SOURCES)
"FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE"
Bid No: 2012-144-10-31-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 10 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application & W-9 form, consisting of 6 pages.**
8. **Certification Regarding Debarment consists of 1 page.**
9. **Draft Service Contract, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

October 15, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

October 15, 2012

_____

_____

_____

Re: **HIDALGO COUNTY (all funding sources)**
Request for Bids -**"FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE"**
Bid No: 2012-144-10-31-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY (all funding sources)
"FIRE EXTINGUISHERS-EQUIPMENT AND MAINTENANCE SERVICE"

BID OPENING DATE:
OCTOBER 31, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources) – FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2012-144-10-31-MEG-"HIDALGO COUNTY (all funding sources)- FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, OCTOBER 31, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2012-144-10-31-MEG- "HIDALGO COUNTY (all funding sources) -FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data

with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (all funding sources)- FIRE EXTINGUISHERS AND MAINTENANCE SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County (all funding sources)
Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**October 31, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or

employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be

free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY (all funding sources)
"FIRE EXTINGUISHERS EQUIPMENT AND MAINTENANCE SERVICE"
BID NO.: 2012-144-10-31-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS:

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an as needed basis for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

SPECIFICATIONS:

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.

2. Vendor must provide site schedule addressed to Hidalgo County Facilities Management.

3. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.

4. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.

5. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

Hydrostatic Test Interval for Extinguishers	
Extinguisher Type	Test Interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

6. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.

7. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent to coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a

manner that they are readily accessible, fully charged, in operable condition, in their designated place and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

8. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.

9. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Extinguishers.

REQUIREMENTS:

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor(s) will provide and maintain all the required Insurances
   Insurance Requirements: See Exhibit "C" attached hereto.

TERMS & CONDITIONS:

1. The term of the contract is three (3) years initial period with County's option to extend for one (1) additional year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3 After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.

4 Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing

programs, whenever it is in the best interest to do so.

5. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's's ability.

6. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

8. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

9. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. Any contract awarded to a successful bidder will be in effect until:
    - **(a)** The contract expires
    - **(b)** Delivery acceptance of products and/or performance of services ordered, or
    - **(c)** Terminated by County with thirty (30) day"s written notice prior to cancellation.

11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

12. All billing must be submitted to the designated department: (See following table)

13. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.

14. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

15. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

NOTE: The following information is merely for vendor to become familiar with the locations. Approximate amounts of fire extinguishers are subject to change.

HIDALGO COUNTY FACILITIES MGMT

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
3100 S Bus. 281
Edinburg Texas 78539
956-289-7850
POC: Daniel Flores

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
32	Hidalgo County Old Adm. Bldg. 100 E. Cano Edinburg, Texas 78539	4	Hidalgo County Mission Health Clinic 211South Schubach Mission, Texas 78572
9	Hidalgo County New Administration Building 2802 S. Bus. 281 Edinburg, Texas 78539	2	Hidalgo County Elsa Health Clinic 708 E. Edinburg Elsa, Texas 78543
72	Hidalgo County Courthouse, Annex I 100 E. Cano Edinburg, Texas 78539	10	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 (under construction) Edinburg, Texas
3	Hidalgo County Courthouse Annex II 101 S. 10th Edinburg, Tx 78539	15	Facilities Management 3100 S Bus. 281 Edinburg Texas 78539 956-289-7850
	Hidalgo County Election's Office 101 S. 10th Ave Edinburg, Texas 78539	33	Facilities Management -(Vehicles) UNITS: 20, 22, 24, 25, 26, 27, 29,,30,31,32,36,37,38,39,40,41 ,42,43,44,45, 46,47,48,49,50,51,52,53,54,55,56,57,58
13	Hidalgo County Records Mgmt (County Clerks) 317 N. Closner Edinburg, Texas		Hidalgo County Pct 4 JP Homer Jasso PL 2 222 N. 12th Abe. Edinburg, Texas
	Hidalgo County Clerks Warehouse (San Carlos) 107 & 86 th Street Elsa, Texas 78543		Hidalgo County Pct 4 Constable Bldg. 1212 S. 25th Edinburg, Texas 78539
6	Hidalgo County Elections Warehouse 317A N. Closner behind records Office Edinburg, Texas	6	Hidalgo County Pct 4 JP Charlie Espinoza PL 2 222 N. 12th Ave. Edinburg, Texas 78541
13	Hidalgo County McAllen Clinic Sub-Station 300 E. Hackberry (Rear) McAllen, Texas 78501	2	Hidalgo County DPS 410 N. 13th Ave. Edinburg, Texas 78541
7	Hidalgo County Pharr Health Clinic 300 W. Hall Acres Pharr, Texas	6	Hidalgo County Adult Probation 3100 S. Bus. Hwy. 281 Edinburg, Texas 78539
2	Health County Edinburg Health 3105 E. Schunior Edinburg, Texas 78539	6	Adult Probation 3100 S. Bus Hwy 281 Edinburg Texas
2	430TH District Court 111 South 9th Edinburg, Texas 78539	6	Hidalgo County Extension Service 410 N. 13th Edinburg, Texas
4	Hidalgo County Health Clinic Mission Clinic 722 N. Breyfogle Mission, Texas 78572		Hidalgo County Mission Tax Ass. & Auto License 722 N. Breyfogle Mission, Texas
2	Hidalgo County Weslaco Health Clinic 1901 North Bridge Weslaco, Texas 78596		Hidalgo County Planning Department 1304 S. 25th Edinburg, Texas
2	Hidalgo County Health Clinic 702 E. Tejano Hidalgo, Texas 78577	1	Probation Dept Van # 761-532
2	Hidalgo County JP Luis Garza Pct 3 PL 1 730 N Breyfogle Suite A Mission, Texas ext 3102 (FM)	3	Hidalgo County Fire Marshal's Office 2814 S Bus. 281 Door 9 Edinburg, Texas
3	Hidalgo County JP Israel "Melo" Ochoa Pct. 3 Pl. 2- 722 N. Breyfogle Mission, Texas H7-C ext 3203 (FM)	2	Hidalgo County Constable Pct. 2- Gilbert Alaniz 300 W. Hall Acres San Juan, Texas

HIDALGO COUNTY PRECINCT NO. 1 SITES:

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Point of Contact:
Noe Montez
956-968-8733

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
4	Hidalgo County Precinct No. 1 ADM. Build. 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Mercedes Collection Center
2	Pct. 1-Shop 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Donna Collection Center
46	Shop spare 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Monte Alto Collection Center
1	Sunset Tire Shop Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Sunrise Pavilion Kitchen Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Drainage Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	North East Exit- Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Water & Sign Room Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	South East Exit Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
1	Gas Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Delta Shop 28312 FM 88 Edcouch, Texas
1	Diesel Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Tool Room 28312 FM 88 Edcouch, Texas
1	Sunset Guard House Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	16	Tool Room Spare 28312 FM 88 Edcouch, Texas
1	Sanitation Storage Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Delta Tool Booth 28312 FM 88 Edcouch, Texas
1	Sanitation Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Road & Bridge Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas
2	Weslaco Sub-Station Tax Office 1902 Joe Stephens Suite 201 Weslaco, Texas 78596	153	Vehicles/Equipment Units# 1 thru 153
2	Pct. 1 Pl 1.- J P Gilbert Saenz 1902 Joe Stephens Ave., Ste 301 Weslaco, Texas 78596	2	Pct. 1 Pl. 2 -Justice of the Pease Jesus Morales 1902 Joe Stephens Ave., Ste. 302 Weslaco, Texas

HIDALGO COUNTY Constables Pct 1

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
1902 Joe Stephens Suite 303
Weslaco, Texas
POC Blanca Sanchez
(956) 447-3775

Est. Qty	*Service Address*
17	Hidalgo County Constable Office Pct 1 1902 Joe Stephens suite 303 Weslaco, Texas

HIDALGO COUNTY PRECINCT NO. 2 SITES:

(services sites and est. quantity of fire extinguishers)

BILLING ADDRESS:
301 E. State
Pharr, Texas 78577
Point of Contact:
Yolanda Cisneros
956-787-1891

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
3	Hidalgo County Precinct No. 2 300 W Hall Acres Rd Ste G Pharr, Texas 78577	7	Pct. 2-Palmer Pavilion 301 E. Hackberry McAllen, Tx
	Hidalgo County CRC South Tower 1429 S Tower Road Alamo, Texas	6	Pct. 2-Palmer Pavilion (Less Gilmore Kitchen) 301 E. Hackberry McAllen, Tx
	Hidalgo County El Gato Collections Tower & Hall Acres Alamo, Texas	2	Pct. 2-Las Milpas Pool 6 ½ Mile South Jackson Rd & Anaya Las Milpas, Tx

	Hidalgo County Lopez Park Minnesota & Rodriguez Pharr, Texas 78577 H-13-B	3	Pct. 2-County Wide Shop (shop & pole) 101 N. Cypress Pharr, Tx	
	Hidalgo County Parks & Rec & R & B 300 W Hall Acres Rd Ste G Pharr, Texas	4	Pct. 2-County Wide Shop (equipment & vehicles 39,49,59, 1988 western star) 101 N. Cypress Pharr, Tx	
	Hidalgo County Sanitation & Landfill 300 W Hall Acres Rd Ste G Pharr, Texas	7	Pct 2- CRC San Juan 509 E. Earling Street. San Juan, Tx	
104	Vehicle /Equipment- Pct. 2 ---units 1-104	9	Pct. 2 –Shop 300 W Hall Acres Rd Ste G Pharr, Texas	

HIDALGO COUNTY PRECINCT NO. 3 SITES:

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
	Hidalgo County Pct. 3 Adm. Office 2401 N. Moorefield Rd. Mission, Texas 78572	11	Pct. 3- Peñitas Landfill 7 Miles West of Mission on Military Rd. Peñitas, Tx
51	Hidalgo County Precinct No. 3-(Office) Land field 724 N. Breyfogle Mission, Texas		Hidalgo County Pct 3 Landfill Sub Station 681 & Los Ebanos Alton, Texas 78573
	Pct 3 Meeting Hall / Pavilion 734 N. Bryfogle Rd Mission, Texas		Hidalgo County Pct 3 Motor pool 8310 FM 107/Iowa Mission, Texas 78574
	Pct 3 Drainage Equipment 2800 W Mile 7 Rd Mission, Texas	18	Pct.3-Anzalduas Park 724 N. Breyfogle Mission, Texas
9	La Mansion (VACANT) Pct 3 2401 N Moorefield – (4) Mission, Texas.		

BILLING ADDRESS
724 N. Breyfogle
Mission, Texas 78574
Point of Contact:
Norma Ceballos
956-585-4509

HIDALGO COUNTY Constables Pct 3

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
12	Hidalgo County Constable Pct. 3- Larry Gallardo 730 N. Breyfogle St. B Mission Tx. Ext 3305

BILLING ADDRESS:
730 N. Breyfogle St. B
Mission, Texas
POC Raquel Ramos
956-581-6800

HIDALGO COUNTY PRECINCT NO. 4 SITES:

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
72	Hidalgo County Precinct No. 4 (office) 1051 N. Doolittle Edinburg, Texas 78542	5	Pct. 4- Landfill 1051 N. Doolittle Edinburg, Texas 78542

BILLING ADDRESS:
1102 N. Doolittle Road
Edinburg, Texas 78541
Point of Contact:
Gloria Beltran
956-383-3112

HIDALGO COUNTY Constables Pct 4

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
15	vehicles —units # 402, 403, 404,407,408,410,411,412,413,414,415,416

BILLING ADDRESS:
2814 S Business Hwy
281 Edinburg, Texas
(956) 383-8560
POC Joel Rivera

HIDALGO COUNTY—WIC PROGRAM

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
4	WIC Administration Office 3105 W. University Drive Edinburg, Texas 78539	2	McAllen WIC Clinic #2 220 S Bicentennial Ste D McAllen Texas
4	WIC Cargo Vans—Plates # 1097167, 1097163 , 1061949, 1061948	6	Edinburg WIC Clinic #2 113 Dawson Edinburg, Texas 78539
2	Donna WIC Clinic 301 S. 8th Donna, Texas 78537	2	Pharr WIC Clinic #2 300 W Hall Acres Rd Ste A
2	Mercedes WIC Clinic 540 S. Texas Mercedes, Texas 78570	2	Hidalgo County WIC Annex Building 3109 W. University Edinburg, Texas 78539
3	La Joya WIC Clinic 204 West 2nd Street La Joya, Texas 78560	3	Roma WIC Clinic 1505 N. Grant, Suite 1 & 2 Roma, Tx 78584
2	Las Milpas WIC Clinic 7013 S. Cage Ste F.	2	Rio Grande City WIC Clinic 5405 Brand St Ste 5 Rio Grande City, Tx 78582
2	Progreso WIC Clinic (Modular Bldg) 510 N. FM 1015		Hidalgo County WIC Clinic-- San Carlos 230 N 86th Street Edinburg, Texas 78539
4	San Juan WIC Clinic 509 E Earling San Juan, Texas 78579		Hidalgo County WIC Clinic--Wesalco#2 417 S Oregon Ave. Weslaco, Texas 78596
2	Alton WIC Clinic 3509 E. Main Street suite 104 Alton Texas 78573		Hidalgo County WIC Clinic—McAllen #3 3001 N. 23rd Street Suite 8 McAllen, Texas 78502
4	Alamo WIC Clinic 313 E. Bus. 83 # 113		Hidalgo County WIC Clinic—Alton, #2 3519 W. Main Ave. Suite B Mission, Texas 78574
3	Sullivan WIC Clinic Highway 83 Sullivan, Texas 78596		Hidalgo County WIC Clinic—Mission #1 211 S Schurbach Mission, Texas 78572
2	Mission WIC Clinic #2 722 N. Breyfogle Mission Texas	4	Pharr WIC Clinics 1903 N. Fir Pharr, Texas 78577

BILLING ADDRESS:

3105 W. University Drive
Edinburg, Texas 78539
POC Margarita
956-381-4646

HIDALGO COUNTY—SHERIFF'S OFFICE

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
3	Alpa/Prop	7	Kitchen/Staff Dining
4	Bravo/Visit	6	Maintenance/ Laundry/Quart.
5	Charlie/Visit	1	Mailroom
12	Delta/Delta Top	1	Commissary
4	Echo	7	Storage Closets/Paint Room
6	Fox	15	Bravo Storage
6	Gulf	1	Records
1	Hotel	1	Sgt. Office 7177
5	Infirmary Section	4	Arraign, Squad, Sert
2	X-Ray Room	1	Library
4	Booking Section	9	Administration / PI
2	Releasing / Bondsmen	3	Warehouse
6	Sally Port	25	Motor Pool
1	Lt. Office	10	Academy
2	Central Control	3	Shooting Range
2	Property	4	Sustation
3	Classification/Medical	61	Detention Center

BILLING ADDRESS:

711 El Cibolo Rd.
Edinburg, Texas 78540
POC Richard Ozuna
(956) 383-8114

HIDALGO COUNTY—ADULT PROBATION

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*	*Est. Qty*	*Service Address*
11	Hidalgo County Substance Abuse Treatment Facility 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539	5	(Vehicles)--- Vans 206-218 ,102-5247, 102-5248 892-797
			610-596, 772-423, 866-571

BILLING ADDRESS:

3100 S. Bus. Hwy. 281
Edinburg, Texas 78539
Diana Solis 587-6000

HIDALGO COUNTY BUDGET & MANAGEMENT-SAFETY DIVISION

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
9	Vehicles----Units: 1,2,3,4,5,6,7, 9 & 10

BILLING ADDRESS:
Hidalgo County Safety Division
2818 S. Bus. Hwy. 281
Edinburg, Tx 78539
POC: Roy Quintanilha

HIDALGO COUNTY HITDA TASK FORCE

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
17	Hidalgo County HITDA Task Force 3 in the office & 14 in the Vehicles 3100 S Hwy 281 Edinburg, Texas

BILLING ADDRESS:
PO Box 5719
Mcallen, Texas 78502
Fox Trot Building
956-381-0444
POC Sonia Lopez

HIDALGO COUNTY-- PCT.4 CONSTABLE

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
15	Pct. 4- Constable (vehicles) Units 402,403,404,407,408,410, 411, 412, 413, 414, 415 & 416

BILLING ADDRESS:
2814 S Business Hwy 281 Edinburg, Texas 78539

HIDALGO COUNTY-- PCT.5 CONSTABLE

(services sites and est. quantity of fire extinguishers)

Est. Qty	*Service Address*
4	Pct. 5- Constable (vehicles) (Units R2-1, R3-1, R4-1 & R6-1)

BILLING ADDRESS:
708 E. Edinburg Ave.
Elsa Texas 78543

HIDALGO COUNTY—HEALTH DEPARTMENT *(services sites and est. quantity of fire extinguishers)*				**BILLING ADDRESS:** 3105 E. Schunior Edinburg, Texas 78539 (956) 383-6221
Est. Qty	***Service Address***	***Est. Qty***	***Service Address***	
3	Mobile Clinic 1304 South 25th Street Edinburg, Texas 78539	20	Hidalgo County Health Department Central Office & Warehouse 1304 South 25th Street Edinburg, Texas 78539	
3	Pulmonary 1304 South 25th Street Edinburg, Texas 78539	3	McAllen Clinic 300 E. Hackberry McAllen, Texas 78501	
17	Trucks and Vans 1304 South 25th Street Edinburg, Texas 78539			

HIDALGO COUNTY **Juvenile Justice Center/Boot Camp** *(services sites and est. quantity of fire extinguishers)*		**BILLING ADDRESS:** 1001 N. Doolittle Rd. Edinburg, Texas (956) 587-6200 POC Elena Gaitan
Est. Qty	***Service Address***	
42	Hidalgo County Juvenile Justice Center & 449th District Court (NEW BLDG.) 1001 N. Doolittle Rd. Edinburg, Tx 78534	
	Boot Camp 1711 N. Bridge Weslaco, Texas 78596	

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN Tuesday, OCTOBER 23, 2012 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, OCTOBER 26, 2012 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguisher Equipment and Maintenance"
Bid No. : 2012-144-10-31-MEG

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
5 LB Carbon Dioxide (CO2)	
10 LB Carbon Dioxide (CO2)	
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	
CARBON DIOXIDE (CO2 under/plus recharge)	
WATER EXTINGUISHER & HYDRO	
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	
BT655 120V, 20W, Intermediate Screw Bulb	
BT6 145V, 15W, Candelabra Screw	
B7C7 120V, 7W, Candelabra Screw	
BPL7 120V, 7W, Compact Florescent	
B914 4V, 9W, Miniature Wedge	
TOTAL BID (for all above items)	

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE & TABULATION

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguisher Equipment and Maintenance"
Bid No. : 2012-144-10-31-MEG

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	4.00
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	7.00
5 LB Dry Chemical	9.00
10 LB Dry Chemical	12.00
20 LB Dry Chemical	20.00
5 LB Carbon Dioxide (CO2)	14.00
10 LB Carbon Dioxide (CO2)	18.00
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	14.00
CARBON DIOXIDE (CO2 under/plus recharge)	18.00
WATER EXTINGUISHER & HYDRO	0.00
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	26.00
5 LB Dry Chemical	35.00
10 LB Dry Chemical	54.00
20 LB Dry Chemical	97.00
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN (SXT)	45.00
BT655 120V, 20W, Intermediate Screw Bulb	3.00
BT6 145V, 15W, Candelabra Screw	2.75
B7C7 120V, 7W, Candelabra Screw	2.75
BPL7 120V, 7W, Compact Florescent	8.50
B914 4V, 9W, Miniature Wedge	2.25
TOTAL BID (for all above items)	392.25

OPENED
9:00
10-31-12
witnessed

EXHIBIT "B"
BID PAGE
Hidalgo County (All funding sources)
"Fire Extinguisher Equipment and Maintenance"
Bid No.: 2012-144-10-31-MEG

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: ARB Fire Protection

ADDRESS: P.O. Box 168

CITY/STATE/ZIP CODE: Stamford, TX 79553

PHONE NUMBER: 214-364-0704

E-MAIL ADDRESS: rtbogle1@wmconnect.com

CELLULAR NUMBERS: 972-989-9577

FAX NUMBER: 214-550-5058

AUTHORIZED SIGNATURE: Annette G Bogle

PRINTED NAME: Annette G. Bogle

TITLE: Owner

DATE: 10-22-12

TABULATION SHEET
Hidalgo County (All funding sources)
"Fire Extinguisher Equipment and Maintenance"
Bid No. : 2012-144-10-31-MEG

NIGP CODE: 936-34

VENDORS NAME	**ARB Fire Protection Stamford, Tx**
DESCRIPTION	Amount
INSPECTIONS (Annual)	4.00
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	7.00
5 LB Dry Chemical	9.00
10 LB Dry Chemical	12.00
20 LB Dry Chemical	20.00
5 LB Carbon Dioxide (CO2)	14.00
10 LB Carbon Dioxide (CO2)	18.00
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	14.00
CARBON DIOXIDE (CO2 under/plus recharge)	18.00
Water Extinguisher & Hydro	0.00
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST	
2.5 LB Dry Chemical	26.00
5 LB Dry Chemical	35.00
10 LB Dry Chemical	54.00
20 LB Dry Chemical	97.00
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	45.00
BT655 120V, 20W, Intermediate Screw Bulb	3.00
BT6 145V, 15W, Candelabra Screw	2.75
B7C7 120V, 7W, Candelabra Screw	2.75
BPL7 120V, 7W, Compact Florescent	8.50
B914 4V, 9W, Miniature Wedge	2.25
TOTAL BID (for all above items)	**392.25**

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	STAMFORD INSURANCE AGENCY, INC P. O. BOX 352 124 S. SWENSON STAMFORD TX 79553	CONTACT NAME: RANDY MURPHREE PHONE (A/C, No, Ext): (325) 773-2754 FAX (A/C, No): (325) 773-2223 E-MAIL ADDRESS: SIA@STAMFORDINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ESSEX INSURANCE COMPANY	
INSURED	RICK AND ANNETTE BOGLE ARB FIRE PROTECTION P.O. BOX 168 STAMFORD TX 79553-	INSURER B : PROGRESSIVE COUNTY MUTUAL	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3DJ3959	08/17/2012	08/17/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			06668094-3	11/19/2011	11/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [MEGL 0009-01 04/11] THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

THE AUTO POLICY INCLUDES AN ADDITIONAL INSURED ENDORSEMENT [FORM 1198 01/04] THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMES INSURED AND THE CERTIFICATE HODLER THAT REQUIRES SUCH STATUS.

2008 TOYOTA TUNDRA DOUBLE C VIN# 5TFRT54178X020425 COMP/COLL DEDUCTIBLES: $500/$500

AI 004219

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUSINESS 281
EDINGURG TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Randy Murphree

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Affidavit Agreement

Date: 11-2-12

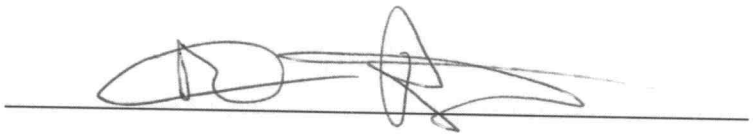
Affiant: Rick Bogle

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Rick Bogle states he is a sole proprietor doing business as ARB Fire Protection with Hidalgo County under RFB # 2012-144-10-31 dated October 31, 2012. Affiant will provide services for Hidalgo County under a Hidalgo County RFB Description Fire Extinguisher Equipment and Maintenance.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

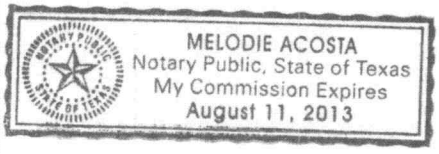


Printed Name of Affiant: Rick Bogle

SWORN AND SUBSCRIBED TO under oath before me on November 2, 2012

Melodie Acosta

Notary Public, State of Texas



Leticia Saenz

Subject: Review & Approval of Contract#C-12-144-11-13-ARB Fire Protection

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 06, 2012 4:22 PM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of Contract#C-12-144-11-13-ARB Fire Protection

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, November 06, 2012 2:58 PM
To: 'Steve Crain'
Cc: 'Elena Gomez'; 'Darlene Betancourt'
Subject: RE: Review & Approval of Contract#C-12-144-11-13-ARB Fire Protection

Mr. Crain-

Please review and approve as to form with revised Insurance Certificate reflecting scheduled auto for agreement (attached hereto).

Please advise.

Thanks.
Letty

TABULATION SHEET
Hidalgo County (All funding sources)
"Fire Extinguisher Equipment and Maintenance"
Bid No. : 2012-144-10-31-MEG

NIGP CODE: 936-34

VENDORS NAME	ARB Fire Protection Stamford, Tx	City Wide Fire Protection San Antonio, Tx	First Line Protection San Juan, Tx	Corky's McAllen, Texas
DESCRIPTION	Amount	Amount	Amount	Amount
INSPECTIONS (Annual)	4.00	3.25	6.50	3.50 ea
RECHARGES Dry Chemical (Includes pull pins & o-rings when needed)				
2.5 LB Dry Chemical	7.00	13.50	12.00	9.00
5 LB Dry Chemical	9.00	13.50	16.00	13.00
10 LB Dry Chemical	12.00	13.50	26.00	18.00
20 LB Dry Chemical	20.00	13.50	48.00	26.00
5 LB Carbon Dioxide (CO2)	14.00	13.50	45.00	8.00
10 LB Carbon Dioxide (CO2)	18.00	13.50	55.00	13.00
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	14.00	18.50	75.00	7.00 Plus
CARBON DIOXIDE (CO2 under/plus recharge)	18.00	22.50	120.00	26.00
Water Extinguisher & Hydro	0.00	18.50	34.00	8.00 / 10.00 Hydro
AMEREX & BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST				
2.5 LB Dry Chemical	26.00	37.00	42.00	41.00
5 LB Dry Chemical	35.00	42.50	64.00	58.00
10 LB Dry Chemical	54.00	67.00	129.00	88.00
20 LB Dry Chemical	97.00	141.50	239.00	155.00
EXIT SIGNS These are samples of the light fixtures that may require service but not limited to the following:				
ESR2 AC RED EXIT SIGN	45.00	40.20	3.00	35.00
BT655 120V, 20W, Intermediate Screw Bulb	3.00	4.00	n/a	4.25
BT6 145V, 15W, Candelabra Screw	2.75	3.00	6.99	3.25
B7C7 120V, 7W, Candelabra Screw	2.75	2.50	6.99	2.75
BPL7 120V, 7W, Compact Florescent	8.50	11.00	n/a	11.50
B914 4V, 9W, Miniature Wedge	2.25	3.00	n/a	3.25
TOTAL BID (for all above items)	**392.25**	**495.45**	**928.48** +25.00 srv fee per location	**535.50**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-412-00-001-001-0-432	92ND DC-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-002-001-0-432	93RD DC-EQUIP&VEH R&M SRV	1,010.00	167.52	376.92	376.92	465.56	53.90
2-1100-412-00-003-001-0-432	139TH DC-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-004-001-0-432	206TH DC-EQUIP&VEH R&M SRV	800.00	.00	465.00	465.00	335.00	58.13
2-1100-412-00-005-001-0-432	275TH DC-EQUIP&VEH R&M SRV	520.00	.00	.00	.00	520.00	.00
2-1100-412-00-007-001-0-432	370TH DC-EQUIP&VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
2-1100-412-00-009-001-0-432	398TH DC-EQUIP&VEH R&M SRV	1,500.00	.00	441.00	441.00	1,059.00	29.40
2-1100-412-00-011-001-0-432	449TH DC-EQUIP&VEH R&M SRV	.00	.00	.00	.00	.00	.00
2-1100-412-00-021-001-0-432	CCL#1-EQUIP&VEH R&M SRV	1,460.00	.00	660.00	660.00	800.00	45.21
2-1100-412-00-022-001-0-432	CCL#2-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-062-001-0-432	JP PCT 1/PL 2-EQUIP&VEH R&M SRV	511.50	93.00	418.50	418.50	.00	100.00
2-1100-412-00-064-001-0-432	JP PCT 2/PL 2-EQUIP&VEH R&M SRV	250.00	90.75	90.75	90.75	68.50	72.60
2-1100-412-00-066-001-0-432	JP PCT 3/PL 2-EQUIP&VEH R&M SRV	200.00	.00	.00	.00	200.00	.00
2-1100-412-00-067-001-0-432	JP PCT 4/PL 1-EQUIP&VEH R&M SRV	340.00	.00	.00	.00	340.00	.00
2-1100-412-00-080-002-0-432	CRIM DA-EQUIP&VEH R&M SRV	644.00	266.38	376.81	376.81	.81	99.87
2-1100-412-00-090-001-0-432	DIST CLERK-EQUIP&VEH R&M SRV	10,596.68	1,201.89	5,810.79	5,810.79	3,584.00	66.18
2-1100-413-00-110-006-0-432	CO JUDGE-EQUIP&VEH R&M SRV	1,700.00	1,187.20	333.46	333.46	179.34	89.45
2-1100-413-00-125-001-0-432	EXECUTIVE OFFICE-EQUIP&VEH R&M SRV	3,601.13	438.97	3,161.01	3,161.01	1.15	99.97
2-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP&VEH R&M SRV	3,500.00	119.15	2,553.37	2,553.37	827.48	76.36
2-1100-415-00-200-001-0-432	INFO TECH DEPT-EQUIP&VEH R&M SRV	1,900.00	474.78	1,311.07	1,311.07	114.15	93.99
2-1100-415-00-200-002-0-432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	2,898.96	904.64	1,994.32	1,994.32	.00	100.00
2-1100-415-14-115-001-0-432	DBM-BUDGET DIV-EQUIP&VEH R&M SRV	1,000.00	.00	163.00	163.00	837.00	16.30
2-1100-415-15-140-001-0-432	TAX OFF-EQUIP&VEH R&M SRV	19,604.00	2,965.40	2,825.86	2,825.86	13,812.74	29.54
2-1100-415-16-150-001-0-432	CO TREASURER-EQUIP&VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
2-1100-415-18-160-001-0-432	PURCHASING-EQUIP&VEH R&M SRV	2,400.00	415.59	163.36	163.36	1,821.05	24.12
2-1100-415-21-170-001-0-432	CO AUDITOR-EQUIP&VEH R&M SRV	2,048.78	533.77	1,271.32	1,271.32	243.69	88.11
2-1100-415-40-180-001-0-432	CO CLERK-EQUIP&VEH R&M SRV	4,275.00	54.50	2,571.64	2,571.64	1,648.86	61.43
2-1100-415-40-180-002-0-432	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SRV	1,500.00	.00	.00	.00	1,500.00	.00
2-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP&VEH R&M SRV	750.00	.00	.00	.00	750.00	.00
2-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP&VEH R&M SRV	1,650.00	.00	.00	.00	1,650.00	.00
2-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP&VEH R&M SRV	7,279.63	564.20	5,140.43	5,140.43	1,575.00	78.36

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-419-40-220-001-0-432	FACILITIES MGMT-EQUIP&VEH R&M SRV	10,000.00	1,085.08	4,623.00	4,623.00	4,291.92	57.08
2-1100-419-50-125-003-0-432	SAFETY-EQUIP&VEH R&M SRV	12,100.00	2,253.73	6,301.14	6,301.14	3,545.13	70.70
2-1100-421-00-125-011-0-432	TX DPS-EQUIP&VEH R&M SRV	800.00	.00	.00	.00	800.00	.00
2-1100-421-00-280-001-0-432	SHERIFF-EQUIP&VEH R&M SRV	190,500.00	16,548.78	81,646.07	81,646.07	92,305.15	51.55
2-1100-421-00-280-083-0-432	CO WIDE COMM SYST-EQUIP&VEH R&M SRV	4,000.00	1,860.00	1,540.00	1,540.00	600.00	85.00
2-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP&VEH R&M SRV	22,698.75	6,881.28	15,013.59	15,013.59	803.88	96.46
2-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP&VEH R&M SRV	5,000.00	.00	3,586.70	3,586.70	1,413.30	71.73
2-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP&VEH R&M SRV	37,250.60	5,598.63	24,397.11	24,397.11	7,254.86	80.52
2-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP&VEH R&M SRV	15,373.80	3,379.80	10,715.65	10,715.65	1,278.35	91.68
2-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP&VEH R&M SRV	13,623.65	1,484.79	8,561.19	8,561.19	3,577.67	73.74
2-1100-422-10-300-001-0-432	FIRE MARSHAL-EQUIP&VEH R&M SRV	13,000.00	1,066.22	10,343.82	10,343.82	1,589.96	87.77
2-1100-423-00-320-001-0-432	ADULT PROB-EQUIP&VEH R&M SRV	.00	.00	.00	.00	.00	.00
2-1100-423-00-320-034-0-432	ALT INCARCERATION PRG-EQUIP&VEH R&M SRV	1,400.00	69.20	310.90	310.90	1,019.90	27.15
2-1100-423-21-280-002-0-432	JAIL-EQUIP&VEH R&M SRV	83,091.00	13,555.92	43,146.83	43,146.83	26,388.25	68.24
2-1100-423-32-330-001-0-432	JUV DET HM-EQUIP&VEH R&M SRV	15,000.00	9,793.02	3,989.44	3,989.44	1,217.54	91.88
2-1100-429-00-110-075-0-432	EMERGENCY MGMT-EQUIP&VEH R&M SRV	7,700.00	3,164.78	4,302.12	4,302.12	233.10	96.97
2-1100-432-00-121-001-0-432	PCT1 SANITATION-EQUIP&VEH R&M SRV	33,772.46	6,044.50	14,233.82	14,233.82	13,494.14	60.04
2-1100-432-00-122-001-0-432	PCT2 SANITATION-EQUIP & VEH R&M SRV	11,510.36	738.89	10,496.54	10,496.54	274.93	97.61
2-1100-432-00-123-001-0-432	PCT3 SANITATION-EQUIP & VEH R&M SRV	24,300.00	5,893.56	16,332.87	16,332.87	2,073.57	91.47
2-1100-432-00-124-001-0-432	PCT4 SANITATION-EQUIP & VEH R&M SRV	13,484.16	949.67	11,633.80	11,633.80	900.69	93.32
2-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP&VEH R&M SRV	25,000.00	6,025.07	17,762.91	17,762.91	1,212.02	95.15
2-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	12,000.00	2,595.06	9,080.00	9,080.00	324.94	97.29
2-1100-452-00-121-013-0-432	PCT1 PARKS-EQUIP & VEH R&M SRV	3,360.31	304.45	2,896.97	2,896.97	158.89	95.27
2-1100-452-00-122-008-0-432	PCT2 PARKS-EQUIP & VEH R&M SRV	2,768.75	.00	1,989.45	1,989.45	779.30	71.85
2-1100-452-00-123-008-0-432	PCT3 PARKS-EQUIP & VEH R&M SRV	3,000.00	875.00	963.45	963.45	1,161.55	61.28
2-1100-452-00-124-009-0-432	PCT4 PARKS-EQUIP & VEH R&M SRV	2,000.00	.00	521.81	521.81	1,478.19	26.09
2-1100-461-00-380-001-0-432	TX AGRILIFE EXT-EQUIP&VEH R&M SRV	6,500.00	629.64	2,798.26	2,798.26	3,072.10	52.74
2-1100-466-00-122-018-0-432	PCT2 CRC-EQUIP & VEH R&M SRV	271.95	.00	.00	.00	271.95	.00
2-1200-431-00-121-004-0-432	PCT1 ADM-EQUIP & VEH R&M SRV	200.00	160.00	40.00	40.00	.00	100.00
2-1200-431-00-121-005-0-432	PCT1 RD MAINT-EQUIP & VEH R&M SRV	40,581.20	1,226.00	34,138.70	34,138.70	5,216.50	87.15

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1200-431-00-122-004-0-432	CW MECH SHOP-EQUIP&VEH R&M SRV	3,488.89	513.24	2,170.48	2,170.48	805.17	76.92
2-1200-431-00-122-005-0-432	PCT2 ADM-EQUIP & VEH R&M SRV	2,261.15	.00	1,999.20	1,999.20	261.95	88.42
2-1200-431-00-122-006-0-432	PCT2 RD MAINT-EQUIP & VEH R&M SRV	30,958.09	3,463.50	18,211.84	18,211.84	9,282.75	70.02
2-1200-431-00-123-004-0-432	PCT3 ADM-EQUIP & VEH R&M SRV	1,500.00	300.00	19.53	19.53	1,180.47	21.30
2-1200-431-00-123-005-0-432	PCT3 RD MAINT-EQUIP & VEH R&M SRV	70,592.12	21,184.47	46,483.15	46,483.15	2,924.50	95.86
2-1200-431-00-124-005-0-432	PCT4 ADM-EQUIP & VEH R&M SRV	.00	.00	.00	.00	.00	.00
2-1200-431-00-124-007-0-432	PCT4 RD MAINT-EQUIP & VEH R&M SRV	71,595.67	23,568.66	47,740.18	47,740.18	286.83	99.60
2-1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP&VEH R&M SRV	1,722.56	406.97	776.91	776.91	538.68	68.73
2-1222-412-00-080-006-0-432	DA BAD CK-EQUIP&VEH R&M SRV	2,000.00	1,420.56	573.08	573.08	6.36	99.68
2-1228-421-00-280-006-0-432	SHRF FED SHARING-US TREAS-EQ&VEH R&M SRV	11,120.00	4,798.65	6,226.59	6,226.59	94.76	99.15
2-1237-415-40-180-003-0-432	CC REC MGMT-EQUIP&VEH R&M SRV	5,000.00	262.50	1,200.00	1,200.00	3,537.50	29.25
2-1241-421-23-115-044-0-432	COURTHOUSE SECURITY-EQUIP&VEH R&M SRV	2,430.00	.00	1,215.00	1,215.00	1,215.00	50.00
2-1242-412-00-060-001-0-432	JUSTICE CRT TECH-EQUIP&VEH R&M SRV	4,037.50	142.50	427.50	427.50	3,467.50	14.12
2-1246-415-15-140-003-0-432	TAX OFF-EQUIP&VEH R&M SRV	7,025.00	.00	.00	.00	7,025.00	.00
2-1247-412-50-100-001-0-432	LAW LIBRARY-EQUIP&VEH R&M SRV	250.00	211.74	.00	.00	38.26	84.70
2-1254-412-00-270-014-0-432	HIDTA US JUSTICE-EQUIP&VEH R&M SRV	1,325.00	.00	613.53	613.53	711.47	46.30
2-1281-412-00-080-012-2-432	CJD-BPU-EQUIP&VEH R&M SRV	450.00	336.55	103.45	103.45	10.00	97.78
2-1283-414-00-130-016-8-432	HAVA PROGRAM INCOME-EQUIP&VEH R&M SRV	18,600.00	18,600.00	.00	.00	.00	100.00
2-1284-421-00-280-037-2-432	OCDETF-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
2-1284-421-00-280-047-2-432	OPERATION STONEGARDEN-EQUIP&VEH R&M SRV	3,270.00	.00	.00	.00	3,270.00	.00
2-1284-421-00-280-047-3-432	OPERATION STONEGARDEN-EQUIP&VEH R&M SRV	32.84	.00	.00	.00	32.84	.00
2-1284-421-00-280-070-2-432	STONEGARDEN (ALAMO)-EQUIP&VEH R&M SRV	278.59	.00	278.59	278.59	.00	100.00
2-1284-421-00-280-076-3-432	STONEGARDEN (SAN JUAN)-EQUIP&VEH R&M SRV	700.00	.00	.00	.00	700.00	.00
2-1284-421-00-280-084-2-432	OCDETF-SW-TXS-811-EQUIP&VEH R&M SRV	102.00	.00	102.00	102.00	.00	100.00
2-1284-423-00-280-042-1-432	SCAAP-EQUIP&VEH R&M SRV	316.00	.00	316.00	316.00	.00	100.00
2-1291-412-00-270-003-0-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	1,855.34	.00	1,855.34	1,855.34	.00	100.00
2-1291-412-00-270-003-1-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	14,858.91	3,994.12	10,465.26	10,465.26	399.53	97.31
2-1292-441-00-350-001-2-432	WIC ADM-EQUIP&VEH R&M SRV	38,815.87	2,827.73	30,986.00	30,986.00	5,002.14	87.11
2-1292-441-00-350-001-3-432	WIC ADM-EQUIP&VEH R&M SRV	10,000.00	5,800.00	14.50	14.50	4,185.50	58.15

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1293-441-00-340-005-0-432	H.D. ADM-EQUIP&VEH R&M SRV	10,000.00	.00	.00	.00	10,000.00	.00
2-1293-441-00-340-008-2-432	T.B. CONTROL-EQUIP&VEH R&M SRV	33,454.00	.00	.00	.00	33,454.00	.00
2-1293-441-00-340-008-3-432	T.B. CONTROL-EQUIP&VEH R&M SRV	6,000.00	.00	.00	.00	6,000.00	.00
2-1295-423-00-330-028-0-432	WESL B/C-EQUIP&VEH R&M SRV	15,000.00	281.21	6,682.08	6,682.08	8,036.71	46.42
2-1297-423-00-320-002-2-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	11,789.30	.00	6,240.26	6,240.26	5,549.04	52.93
2-1297-423-00-320-002-3-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	18,100.00	5,211.54	7,547.30	7,547.30	5,341.16	70.49
2-1297-423-00-320-008-3-432	COMM CORR-EQUIP&VEH R&M SRV	3,000.00	1,189.20	74.60	74.60	1,736.20	42.13
2-1297-423-00-320-020-2-432	SATF-EQUIP&VEH R&M SRV	4,193.59	.00	4,193.17	4,193.17	.42	99.99
2-1297-423-00-320-020-3-432	SATF-EQUIP&VEH R&M SRV	8,800.00	1,262.80	1,858.65	1,858.65	5,678.55	35.47
2-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	2,961.72	796.62	1,149.46	1,149.46	1,015.64	65.71