AI-39498 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Hilda/Karina, Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Ofilia Juarez Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:09 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/01/2013 04:04 PM

Final Approval Date: 07/12/2013

AI-39667 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Karina, Public Affairs/ Eddie, Health **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation on Operation Lone Star

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 01:52 PM
Olga Garza	Olga Garza	07/12/2013 03:52 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/11/2013 01:18 PM

Final Approval Date: 07/12/2013

AI-39704 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Karina, Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation on Hidalgo County Employee and Dependent Scholarship Program

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	Obdett Calzada	07/12/2013 04:35 PM
Obdett Calzada	Obdett Calzada	07/12/2013 04:47 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 04:27 PM

Final Approval Date: 07/12/2013

AI-39515 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Al Lopez, requestor **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission to utilize the open forum area on courthouse grounds for a Prayer Rally on Saturday, August 17, 2013 from 9am to 11am

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/02/2013 03:11 PM
Manuel Chapa	Manuel Chapa	07/11/2013 10:48 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/02/2013 01:59 PM

Final Approval Date: 07/12/2013

To: Mr. Balde Guerra, Executive Officer

Re: Permission to use the Open Forum

From: **The Edinburg Pro-Life Committee**

This committee consist of the three parishes in our community in Edinburg; Sacred Heart, St. Joseph, and Holy Family. The three councils of Knights of Columbus have united to organize a ***"Prayer Rally"*** to bring the community together, families, children, adult, church and Public leaders to manifest the need to pray for our country to discourage so much Violence, crime, and to protest against the law that permits abortion to occur in our country. Repeating the prayer of Billy Graham we pray, " Heavenly Father, we come before you today to ask your forgiveness and to seek your direction and guidance."

Statement of Need

Every year, more than,1.5 million children are aborted in their mother womb. Over 50 million children have lost their life through abortion since the infamous law of Roe vs. Wade, passed In January 22, 1973. Four thousand pre-children die every day in the United States. one every 26 seconds. 42 million pre-born babies die world- wide; 20 percent of humanity. It was John Paul II who said "A nation that kills its children is a nation without hope." Hence, united We come to plea for our country.

Action Plan

Therefore, we request **your permission** to use the Courthouse Grounds around the Memorial Wall to convene as a community and pray, sing, and listen to speakers express their prayers and needs to call this country on its knees to Repent their ways and implore the "Name of God" and "His Mercy" to call us back home to restore and cherish the Christian Values on which this country was founded on. The prayer service will be Saturday, August 17, 2013 from 9 a.m. to 11:00 a.m.

For more information you may contact AL Lopez at 956-648-6637

AI-39670 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: as per Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Closing Documents for Sale of Real Property to Drainage District and authority for County Judge to execute same

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

addendum
affidavit
settlement
waiver
deed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 08:50 AM
Obdett Calzada	Obdett Calzada	07/12/2013 10:00 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/11/2013 01:44 PM

Final Approval Date: 07/12/2013

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas, Hall & Rodriguez, LLP has assembled the information for this closing statement from third parties utilizing the best information available; however, Atlas, Hall & Rodriguez, LLP cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Atlas, Hall & Rodriguez, LLP in McAllen, Texas such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;

(3) interest on any indebtedness was calculated to the date indicated on the closing statement, and if the indebtedness is not paid by the date shown on the closing statement additional interest will have to be collected from the party responsible for payment of the debt;

(4) all prorations concerning this transaction were based on figures supplied by others for the preceding year or were estimates for the current year, and any adjustments must be made directly between the parties to this transaction;

(5) according to information obtained by Atlas, Hall & Rodriguez, LLP from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(6) Atlas, Hall & Rodriguez, LLP may be required to report certain information concerning this transaction to the Internal Revenue Service;

(7) Atlas, Hall & Rodriguez, LLP is authorized to make the expenditures and disbursements reflected in the closing statement; and

(8) Attorneys' fees and expenses incurred by Buyer with Atlas, Hall & Rodriguez, LLP in connection with closing the transaction will be paid outside of closing. In addition, Atlas, Hall, & Rodriguez, LLP will be paid 40% of the owner's title policy insurance premium by Valley Land Title Co. for closing the transactions between Seller and Buyer.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

[SIGNATURE PAGE FOLLOWS]

Dated: Effective as of _____, 2013

SELLER:
HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairman of the Board of Directors

TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

File Number: 785565

SUBJECT PROPERTY: A 3.49 acre tract of land out of Lot Fifteen (15), Section Two Hundred Forty-five (245), TEXAS-MEXICAN RAILWAY COMPANY' S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of the Roman Vera, Jr. Tract (a 4.85 acre tract out of Lots 9, 10, 15 and 16, Section 245, Texas-Mexican Railway Company' s Survey, according to Deed without Warranty recorded under County Clerk' s Document Number 1229613, Official Records, Hidalgo County, Texas), and the Northwest corner of this tract, said spindle bears South 09 degrees 05 minutes West, 40.00 feet from the Northwest corner of Lot 15;

THENCE, South 80 degrees 55 minutes East, along the South line of the Roman Vera, Jr. Tract, passing a ½ inch iron rod with cap stamped RPLS 4856 found at 30.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Northeast corner of this tract;

THENCE, South 09 degrees 05 minutes West, a distance of 424.47 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Southeast corner of this tract;

THENCE, North 80 degrees 55 minutes West, passing a ½ inch iron rod with cap stamped RPLS 4856 set at 328.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of this tract;

THENCE, North 09 degrees 05 minutes East, along the West line of Lot 15 and the centerline of Doolittle Road, a distance of 424.47 feet to the POINT OF BEGINNING and CONTAINING 3.49 acres of land, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Ramon Garcia, as County Judge of Hidalgo County, Texas, personally known to me or proved to me through identity card or other document to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association or assessments of any kind on such property except the following:

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No parties are in possession other than affiant, except as follows:
_____
_____
_____
_____

*To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is:_____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is: **P. O. Box 1356, Edinburg, Texas 78540**. This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL

LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

Sworn to and subscribed before me this _____ day of July, 2013.

_____
Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 9-92

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number: *Hidalgo County/HCDD No. One*

7. Loan Number:

8. Mortgage Insurance Case Number: *GF No. 785565 eatc*

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
HidalgoCountyDrainageDistrict No. 1, 900 N. Doolittle Road Edinburg, TX 78541	***Hidalgo County, Texas P. O. Box 1356 Edinburg, TX 78540***	

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
1102 N. Doolittle Road Edinburg, TX 78539 Hidalgo County	***Atlas, Hall & Rodriguez, LLP Stephen L. Crain Phone Number: 956-682-5501 818 W. Pecan Blvd. McAllen, TX 78501***	***07/15/2013***
	Place of Settlement: ***818 W. Pecan Blvd., McAllen, TX 78501***	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	$190,030.00	401. Contract sales price	$190,030.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	$32.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	$190,062.00	**420. Gross Amount Due To Seller**	$190,030.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	$1,450.69
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

A. Settlement Statement (HUD-1)

220. Total Paid By/For Borrower		**520. Total Reduction Amount Due Seller**	$1,450.69
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross amount due from borrower (line 120)	$190,062.00	601. Gross amount due to seller (line 420)	$190,030.00
302. Less amounts paid by/for borrower (line 220)	( )	602. Less reductions in amt. due seller (line 520)	($1,450.69)
303. Cash ☒ **From** ☐ **To Borrower**	$190,062.00	**603. Cash** ☒ **To** ☐ **From Seller**	$188,579.31

The public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless, it displays a currently valid OMB control number. No Confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees				
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at Settlement				
704.	(P.O.C. by)			
800. Items Payable In Connection With Loan				
801. Our origination charge		$ (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		$ (from GFE #2)		
803. Your adjusted origination charges		(from GFE A)		
804. Appraisal fee to	(P.O.C. by)	(from GFE #3)		
805. Credit report to	(P.O.C. by)	(from GFE #3)		
806. Tax service to	(P.O.C. by)	(from GFE #3)		
807. Flood certification	(P.O.C. by)	(from GFE #3)		
808.				
809.				
810.				
811.				
812.				
900. Items Required By Lender To Be Paid In Advance				
901. Daily interest charges from *07/15/2013* to *07/31/2013*	@$	/day (from GFE #10)		
902. Mortgage Insurance Premium for	months.	(from GFE #3)		
to				
903. Homeowner's insurance for	years.	(from GFE #11)		
to				
904.	years.			
to				
905.				
1000. Reserves Deposited With Lender				
1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance	months @$	per month $		
1003. Mortgage insurance	months @$	per month $		
1004. Property taxes	months @$	per month $		
1005.	months @$	per month $		
1006.	months @$	per month $		
1007.	months @$	per month $		
1008. Aggregate Adjustment		-$ *0.00*		
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)		
1102. Settlement or closing fee		$		
1103. Owner's title insurance *Edwards Abstract and Title Co.*		(from GFE #5)		*$1,374.00*
1104. Lender's title insurance		$		
1105. Lender's title policy limit $				
1106. Owner's title policy limit $				
1107. Agents portion of the total title insurance premium		$		
1108. Underwriter's portion of the total title insurance premium		$		
1109.				
1110. *State Guranty Fee to Edwards Abstract and Title Co.*				*$2.00*
1111. *Tax Service Fee to Hidalgo and Cameron Counties Tax*				
1112. *Information and Delivery Service, LLC*				*$74.69*
1113.				
1114.				
1115.				
1200. Government Recording and Transfer Charges				
1201.		Government recording charges: (from GFE #7)	*$32.00*	
1202. Deed $ *32.00*	; Mortgage $	; Releases $		
1203. Transfer taxes		(from GFE #8)		
1204. City/County tax/stamps:	Deed $	; Mortgage $		
1205. State tax/stamps:	Deed $	; Mortgage $		
1206.		$		
1207.		$		
1208.		$		
1209.		$		
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302. *Attorneys' fees and expenses to AH&R (POC-S)*		$		
1303.		$		
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			*$32.00*	*$1,450.69*

Certification

(continued from HUD-1)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: _____ Date: _____
HidalgoCountyDrainageDistrict No. 1

900 N. Doolittle Road
Edinburg, TX 78541

Seller or Agent: _____ Date: _____
Hidalgo County, Texas

P. O. Box 1356
Edinburg, TX 78540

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ Date: _____

Settlement Agent: _____ Date: _____
Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
818 W. Pecan Blvd.

McAllen, TX 78501

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Stewart Title Guaranty Company ("Title Insurer")

Edwards Abstract and Title Co. ("The Company")

RE: Hidalgo County, Texas to Hidalgo County Drainage District No. 1

GF (File) Number: 785565

Land: A 3.49 acre tract of land out of Lot Fifteen (15), Section Two Hundred Forty-five (245), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of the Roman Vera, Jr. Tract (a 4.85 acre tract out of Lots 9, 10, 15 and 16, Section 245, Texas-Mexican Railway Company's Survey, according to Deed without Warranty recorded under County Clerk's Document Number 1229613, Official Records, Hidalgo County, Texas), and the Northwest corner of this tract, said spindle bears South 09 degrees 05 minutes West, 40.00 feet from the Northwest corner of Lot 15;

THENCE, South 80 degrees 55 minutes East, along the South line of the Roman Vera, Jr. Tract, passing a ½ inch iron rod with cap stamped RPLS 4856 found at 30.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Northeast corner of this tract;

THENCE, South 09 degrees 05 minutes West, a distance of 424.47 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Southeast corner of this tract;

THENCE, North 80 degrees 55 minutes West, passing a ½ inch iron rod with cap stamped RPLS 4856 set at 328.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of this tract;

THENCE, North 09 degrees 05 minutes East, along the West line of Lot 15 and the centerline of Doolittle Road, a distance of 424.47 feet to the POINT OF BEGINNING and CONTAINING 3.49 acres of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

Hidalgo County Drainage District No. 1

By:_____

Ramon Garcia, Chairman of the Board of Directors

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.

Special Warranty Deed

Date: _____, 2013

Grantor: Hidalgo County, Texas

Grantor's Mailing Address:

Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P. O. Box 1356
Edinburg, Hidalgo County, Texas 78540

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

Hidalgo County Drainage District No. 1
Attention: Manager
900 N. Doolittle Road
Edinburg, Hidalgo County, Texas 78541

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

A 3.49 acre tract of land out of Lot Fifteen (15), Section Two Hundred Forty-five (245), TEXAS-MEXICAN RAILWAY COMPANY' S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of the Roman Vera, Jr. Tract (a 4.85 acre tract out of Lots 9, 10, 15 and 16, Section 245, Texas-Mexican Railway Company' s Survey, according to Deed without Warranty recorded under County Clerk' s Document Number 1229613, Official Records, Hidalgo County, Texas), and the Northwest corner of this tract, said spindle bears South 09 degrees 05 minutes West, 40.00 feet from the Northwest corner of Lot 15;

THENCE, South 80 degrees 55 minutes East, along the South line of the Roman Vera, Jr. Tract, passing a ½ inch iron rod with cap stamped RPLS 4856 found at 30.00 feet for the East right of

way line of Doolittle Road, a total distance of 358.00 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Northeast corner of this tract;

THENCE, South 09 degrees 05 minutes West, a distance of 424.47 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Southeast corner of this tract;

THENCE, North 80 degrees 55 minutes West, passing a ½ inch iron rod with cap stamped RPLS 4856 set at 328.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of this tract;

THENCE, North 09 degrees 05 minutes East, along the West line of Lot 15 and the centerline of Doolittle Road, a distance of 424.47 feet to the POINT OF BEGINNING and CONTAINING 3.49 acres of land, more or less.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

a) Restrictive covenants recorded under CLERK' S FILE NO. 1482155, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

b) Rights of Parties in Possession. (Owner's Title Policy Only)

c) Mineral and/or royalty grant and/or reservation in instrument(s) dated February 14, 1953, recorded in Volume 770, Page 502, dated March 1, 1955, recorded in Volume 831, Page 2, dated February 3, 1956, recorded in Volume 855, Page 126, Deed Records, Hidalgo County, Texas.

d) Oil, Gas and Mineral Lease(s) dated December 18, 1967, recorded in Volume 315, Page 907, Oil and Gas Records, Hidalgo County, Texas.

e) Easement and/or other rights, if any, as set forth in untitled instrument dated June 25, 1927, recorded in Volume 257, Page 317, Deed Records, Hidalgo County, Texas.

f) Easement and/or other rights, if any, as set forth in Deed dated March 31, 1939, recorded in Volume 519, Page 167, Deed Records, Hidalgo County, Texas.

g) Easement and/or other rights, if any, as set forth in Deed dated September 5, 1946, recorded in Volume 593, Page 498, Deed Records, Hidalgo County, Texas.

h) Easement and/or other rights, if any, as set forth in untitled instrument dated October 16, 1958, recorded in Volume 928, Page 429, Deed Records, Hidalgo County, Texas.

i) Right of Way Easement dated February 19, 1959, recorded in Volume 937, Page 546, Deed Records, Hidalgo County, Texas.

j) Easement and/or other rights, if any, as set forth in untitled instrument dated April 2, 1959, recorded in Volume 944, Page 51, Deed Records, Hidalgo County, Texas.

k) Easement and/or other rights, if any, as set forth in untitled instrument dated May 14, 1959, recorded in Volume 1000, Page 449, Deed Records, Hidalgo County, Texas.

l) Easement and/or other rights, if any, as set forth in untitled instrument dated November 11, 1966, recorded in Volume1175, Page 218, Deed Records, Hidalgo County, Texas.

m) Easement and/or other rights, if any, as set forth in untitled instrument dated untitled instrument dated January 9, 1978, recorded in Volume 1558, Page 848, Deed Records, Hidalgo County, Texas.

n) Easement and/or other rights, if any, as set forth in untitled instrument dated untitled instrument dated January 9, 1978, recorded in Volume 1565, Page 591, Deed Records, Hidalgo County, Texas.

o) Right of Way Easement dated November 26, 1937, recorded in Volume 1873, Page 505, Official Records, Hidalgo County, Texas.

p) Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

q) Subject to any portion of the land described herein lying within canal right of way.

r) Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

s) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

t) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2013, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN:

Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

AI-39610 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from GEICO Insurance Company in the amount of $65.00 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 06/17/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Ins Claims- Revenue acct.

Attachments

GEICO Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:15 AM
Obdett Calzada	Obdett Calzada	07/12/2013 09:58 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Aida Alvarez Started On: 07/09/2013 02:09 PM

Final Approval Date: 07/12/2013

Detailed Payment Summary

GOVERNMENT EMPLOYEES INSURANCE CO
Field Claim Center: 09 Dallas

NO. N 163579640

Date: 07/03/2013

00002141094156010101015C07081

4201 SPRING VALLEY RD
DALLAS TX 75244-3631

Claim #: 0410941560101015
Date of Loss: 06/17/2013

Claimant Name: County Of Hildago, Tx
Insured Name: Jose Vidal Ruiz
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: ABHQ

Pay To:
County Of Hildago, Tx

County Of Hildago, TX
PO Box 1356
Edinburg TX 78540-1356

Total Amount:
$*******65.00

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT
03 APD $*****65.00

In Payment Of
Property Damage Coverage

1839883085 005576 000001/000001 007081/010002

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GOVERNMENT EMPLOYEES INSURANCE CO
4201 SPRING VALLEY RD
DALLAS TX 75244-3631

Bank of America
Hartford, CT 06120
51-44
119 CT

NO. N 163579640
VOID AFTER 180 DAYS

Claim Number: 0410941560101015

Date: 07/03/2013

Claimant:
County Of Hildago, Tx

Insured Name:
Jose Vidal Ruiz

Feature Symbol & Amount
APD $*****65.00

Amount:
$*******65.00

SIXTY-FIVE*AND*00/100*DOLLARS********

Pay to the Order of:
County Of Hildago, Tx

In Payment of:
Property Damage Coverage

Mail To:
County Of Hildago, TX
PO Box 1356
Edinburg TX 78540-1356

C G Schaum

"163579640" :011900445: 0000000191911"

Repair Invoice

Ruben Fausto

HCSO Motor Pool	
711 El Cibolo Rd	
Edinburg, Texas 78539	
956.393.6185	956.393.6189

062	UNIT
711 EL CIBOLO RD	
Edinburg, Texas	

INV0002466	
6/28/2013	
6/28/2013	
FORD	TAURUS
1FAFP53U45A231119	038BWZ
139476	2005

PROBLEM DESCRIPTION:

QUANTITY	PART NUMBER	PART DESCRIPTION	PRICE	TOTAL

QUANTITY	SERVICE	SERVICE	PRICE	TOTAL
1	REPAIR	BUFFED REAR BUMPER SCRATCH		$65.00

Always check your tires, lights, and fluid levels.

Other:	$0.00
Tax:	$0.00
Total:	$65.00
Amount Paid:	$65.00
Balance Due:	$0.00

Authorized signature _____

AI-39643 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Perdue Law Firm, Romeo Cantu

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

list

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 09:49 AM
Obdett Calzada	Obdett Calzada	07/11/2013 11:15 AM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/10/2013 02:51 PM

Final Approval Date: 07/12/2013

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.
APRIL 6, 2013 TAX RESALE LIST
EXHIBIT "A"

TRACT NO.	SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
1	T-144-03-I	Lot 28, Panfilo Martinez Subdivision	M1550-00-000-0028-00	$13,011	$3,800.00	$527.82	$27.78
2	T-169-03-G	The West one-half of Lot 17 & all of Lot 18, Block 5-Resubd. of Blocks 1-5, La Donna, Hidalgo Co., Texas, leaving a residue of 2.55 acres, net, more or less	L0800-00-005-0017-00	$203,097	$20,000.00	$2,814.15	$750.44
3	T-583-03-G	Lot 1, Blk 3, Reina Del Sol	R1820-00-003-0001-00	$48,254	$10,000.00	$1,607.10	$219.15
4	T-811-03-A	Lots 20, 21 & 22, Block 5, Colonia Maria	C7400-00-005-0020-00	$37,125	$7,500.00	$700.98	$50.07
5	T-921-03-C	Railroad Prop-Donna E ½ MOP Item #621	R0412-00-000-0621-00	$181,609	$20,000.00	$2,500.80	$500.16
6	T-945-04-I	Lots 4 & 5, Blk 4, East Donna	E0350-00-004-0004-00 E0350-00-004-0005-00	$96,154	$31,000.00	$4,515.88	$265.64
7	T-009-06-I	Lots 15, Block 7, Ruthven Addition	R4700-00-007-0015-00	$11,474	$1,000.00	$0.00	$0.00
8	T-1062-06-I TR 1	Tract 1: Lot 2, Block 76, Lott Town and Imp. Subd.	L0250-00-076-0002-00	$51,552	$14,000.00	$2,224.90	$468.40
9	T-1062-06-I TR 2	Tract 2: Lots 40 and 41, Block 2, Colonia Plaza add. To the Town of Donna	C7650-00-002-0040-00	$18,009	$10,500.00	$1,149.40	$164.20
10	T-1538-08-C	Lot 22 Southeast	S4800-00-000-0022-00	$21,192	$5,600.00	$878.24	$199.60
11	T-504-09-B	Lot 12 Blk 7, Donna Original Townsite	D6800-00-007-0012-00	$34,085	$4,700.00	$771.98	$105.27
12	T-892-09-B	Lot 12, L. J. Subd.	L0070-01-000-0012-00	$30,714	$9,500.00	$1,812.96	$151.08
13	T-1120-09-I	Lot 1, Ph 2 South Point	S4470-02-000-0001-00	$26,108	$9,500.00	$1,357.20	$226.20
14	T-1360-09-B	Lot 1 Block 3 North Park Terrace Addition.	N6650-00-003-0001-00	$21,581	$8,000.00	$1,063.04	$199.32
15	T-1361-09-J	Lot 94, Villa Donna	V3590-00-000-0094-00	$29,580	$9,600.00	$826.80	$82.68
16	T-1878-09-H	Lot 14 Blk 11, Quality #3	Q2000-03-011-0014-00	$20,601	$9,000.00	$1,077.02	$153.86
17	T-2063-09-E	Lot 55, South Donna	S4255-00-000-0055-00	$23,318	$12,500.00	$766.85	$109.55

LINEBARGER

18	**T-508-11-D**	**La Blanca Grant/L Cabazos A TRACT 320'X 225' North of And ADJ TO R/W Between 13th & 12th St, Improvements Only**	**L0455-98-000-0000-20 L0455-98-000-0000-25**	**$266,519**	**$2,000.00**	**$0.00**	**$0.00**
19	**T-1648-11-C TR 1 & 2**	**Lots 13 & 14 Blk 2, La Rilla**	**L1900-00-002-0013-00 L1900-00-002-0014-00**	**$90,191**	**$15,000.00**	**$2,207.11**	**$519.32**
20	**T-153-03-I**	**0.138 acre, more or less, out of the East 10 acres of Farm Tract 524, of the West Tract Subd. And carried on tax rolls as the East ½ of Lot 1-A, Block 524, West Tract**	**W3800-00-524-0001-01**	**$20,430**	**$5,300.00**	**$466.74**	**$77.79**
22	**T-499-04-D**	**The West one-half of Lots 6 and 7, Hollingsworth Subd.**	**H4100-00-000-0006-01**	**$104,893**	**$5,000.00**	**$534.96**	**$118.88**
23	**T-090-05-I**	**Lot 13 Block 3, Bar # 3**	**B1580-03-003-0013-00**	**$10,333**	**$4,800.00**	**$677.40**	**$67.74**
26	**T-455-06-E**	**Lot 11, Delta Vista Subd., Phase 1**	**D3980-01-000-0011-00**	**$45,458**	**$12,000.00**	**$1,881.38**	**$99.02**
27	**T-519-06-F**	**Lots 5 & 6, Block 9, Colonia Castillo**	**C6600-00-009-0005-00**	**$16,258**	**$18,000.00**	**$4,111.86**	**$356.94**
29	**T-290-08-A**	**Lot 10, Block 2, Original Townsite Addition, City of Edcouch**	**E3100-00-002-0010-00**	**$8,825**	**$2,100.00**	**$110.25**	**$7.35**
32	**T-876-08-E**	**Lot 9, Block 23, Edcouch Original Townsite.**	**E3100-00-023-0009-00**	**$15,650**	**$5,300.00**	**$490.56**	**$40.88**
33	**T-1091-08-A**	**Lots 1, 2, 3 and 4, Block 52, Original Townsite Addition, Town of Elsa**	**E5400-00-052-0001-00**	**$128,820**	**$9,300.00**	**$2,057.52**	**$428.65**
34	**T-1108-08-G**	**Lot 8 and the South ½ of Lot 7, Block 2, McDaniel Subd.**	**M2900-00-002-0007-00**	**$28,590**	**$4,500.00**	**$520.48**	**$97.59**
35	**T-1338-08-I**	**Lot 1, Block 65, Original Townsite, City of Elsa**	**E5400-00-065-0001-00**	**$18,380**	**$2,600.00**	**$257.00**	**$25.70**
36	**T-616-95-G**	**0.68 acre, more or less, out of Lots 11 and 12, Block 1, Mission Groves Subd.**	**M5000-00-001-0011-05**	**$278,300**	**$42,000.00**	**$11,781.00**	**$0.00**
37&38	**T-435-03-C TR 1 & TR 2**	**Tract 1 : Lot 242, S 3.51 AC, Doffing No. 1 Tract 2: Lot 242, N. 10.00 acres, Doffing No. 1**	**D6000-01-000-0242-01 D6000-01-000-0242-00**	**$123,788**	**$45,000.00**	**$6,956.06**	**$2,455.08**
39	**T-435-03-C TR 3**	**Tract 3: Lot 87, N 5.00 AC, La Homa Ranch #2**	**L1100-02-001-0087-01**	**$36,622**	**$27,000.00**	**$3,896.06**	**$916.72**
40	**T-436-03-D & T-870-04-F**	**.56 acre, more or less, being a portion of Lot 6, Block 37, Homeville Association Subd. "D"**	**H4250-04-037-0006-20**	**$7,458**	**$10,000.00**	**$1,978.68**	**$0.00**
41	**T-543-03-C**	**Tract 60: Lot 209, Palmshores #1**	**P2750-01-000-0209-00**	**$18,913**	**$6,800.00**	**$1,085.04**	**$0.00**
42	**T-543-03-C**	**Tract 61: Lot 212, Palmshores #1**	**P2750-01-000-0212-00**	**$15,485**	**$5,900.00**	**$923.04**	**$0.00**

LINEBARGER

43	**T-397-05-A**	**Lot 16, Blk 38 Texas Gardens**	**T2200-00-038-0016-00**	**$25,191**	**$40,000.00**	**$6,240.64**	**$390.04**
44	**T-1402-05-G**	**Lot 128, Greenland Acres**	**G8050-00-000-0128-00**	**$20,122**	**$7,600.00**	**$898.08**	**$56.13**
45	**T-010-10-E & T-797-03-E**	**Lot 1, De Leon Funeral Home**	**D2500-00-000-0001-00**	**$249,030**	**$131,000.00**	**$29,340.41**	**$0.00**
53	**T-758-02-B TR 2**	**Lot 6, Blk 49, Mercedes Original Townsite**	**M3550-00-049-0006-00**	**$34,095**	**$5,300.00**	**$310.40**	**$97.00**
54	**T-578-03-B**	**Lot 5, Blk 4, Garden Park**	**G0800-00-004-0005-00**	**$27,218**	**$2,100.00**	**$28.48**	**$8.90**
55	**T-856-03-A**	**Lot 7, Blk B, Rudy # 2**	**R4600-02-00B-0007-00**	**$30,430**	**$2,900.00**	**$73.78**	**$13.02**
56	**T-964-04-A**	**Lot 34, Block 70, Original Townsite, City of Mercedes**	**M3550-00-070-0034-00**	**$21,969**	**$4,200.00**	**$321.92**	**$60.36**
57	**T-1124-04-H**	**Lot L and E in Block 49 of the resubd., Block 49, Original Townsite of Mercedes**	**M3550-00-049-000E-00**	**$10,600**	**$5,000.00**	**$457.50**	**$61.00**
58	**T-1307-04-B**	**Lot 10 and S 30'X150'-5th st., Blk 107, Mercedes Original Townsite**	**M3550-00-107-0010-00**	**$27,916**	**$3,600.00**	**$231.60**	**$19.30**
59	**T-480-05-C**	**Lots 6 and 7, Blk 53, Mercedes Original Townsite**	**M3550-00-053-0006-00**	**$23,043**	**$6,000.00**	**$623.20**	**$155.80**
60	**T-487-05-A**	**Lot 2, Blk 18, Mercedes Original Townsite**	**M3550-00-018-0002-00**	**$18,622**	**$2,100.00**	**$0.00**	**$0.00**
61	**T-091-07-C**	**Lot 21, Block 147, Original Townsite, City of Mercedes**	**M3550-00-147-0021-00**	**$16,431**	**$3,400.00**	**$329.29**	**$38.74**
62	**T-107-07-B TR 1**	**Lot 13, Blk 159, Mercedes Original Townsite**	**M3550-00-159-0013-00**	**$29,060**	**$9,600.00**	**$1,178.78**	**$138.68**
63	**T-107-07-B TR 2**	**Lot 14, Blk 159, Reina Altura, Mercedes Original Townsite**	**M3550-00-159-0014-00**	**$11,040**	**$3,000.00**	**$60.12**	**$3.34**
65	**T-1148-09-C**	**Lot 104, Block 1, Indian Hills Subd.**	**I2230-00-001-0104-00**	**$28,284**	**$15,000.00**	**$3,225.84**	**$268.82**
66	**T-1151-09-I**	**Lot 525, Blk 1, Indian Hills**	**I2230-00-001-0525-00**	**$15,152**	**$2,400.00**	**$199.64**	**$17.36**
67	**T-1153-09-D**	**Lot 24, Melton Park Estates #1**	**M3400-01-000-0024-00**	**$30,061**	**$8,500.00**	**$1,216.62**	**$67.59**
68	**T-1154-09-G**	**Lot 22, Blk 129, Mercedes Original Townsite**	**M3550-00-129-0022-00**	**$22,813**	**$6,000.00**	**$660.78**	**$73.42**
69	**T-1155-09-H**	**Lot 18, Block 1, Queen City Subd.**	**Q3000-00-001-0018-00**	**$25,720**	**$3,500.00**	**$229.84**	**$27.04**
70	**T-1161-09-C**	**Capisallo .23 AC- 3.04 ac, Lot 8, Blk 66, a/k/a Lots 16 & 17 Greentree Subd.**	**C1400-00-066-0008-01**	**$13,326**	**$8,000.00**	**$1,156.68**	**$136.08**
71	**T-797-10-E TR 1**	**Lot 15, Blk 163, Remera**	**R1900-00-163-0015-00**	**$14,560**	**$2,200.00**	**$0.00**	**$0.00**

LINEBARGER

72	T-797-10-E TR 2	Lot 16, Blk 163, Remera	R1900-00-163-0016-00	$15,525	$2,500.00	$30.08	$5.64
73	T-797-10-E TR 3	Lot 17, Blk 163, Remera	R-1900-00-163-0017-00	$15,772	$2,400.00	$14.08	$2.64
74	T-814-10-A	Lot 14, Blk 140, Ramera	R1900-00-140-0014-00	$7,230	$2,100.00	$153.52	$8.08
75	T-158-04-E	.07765 Acre, more or less, out of Lot 5, Block 17, John Closner Subd.	L2750-00-017-0005-05	$33,935	$4,900.00	$895.00	$0.00
76	T-358-05-G	Lot 22, Blk 1, Cabana South Subd.	C0250-00-001-0022-00	$45,029	$15,600.00	$2,148.84	$238.76
77	T-471-05-E	Lot 11, Block 2, South Alamo Village Subd.	S4100-00-002-0011-00	$27,189	$10,700.00	$2,196.48	$253.44
78	T-473-05-E	Lot 15, Block 41, Alamo Land and Sugar Co.	A1800-00-041-0015-05	$77,086	$29,000.00	$5,164.40	$516.46
79	T-418-06-D TR 1	Lot 29, Encino Heights	E5950-00-000-0029-00	$17,634	$13,100.00	$672.72	$112.12
80	T-418-06-D TR 2	Lot 30, Encino Heights	E5950-00-000-0030-00	$60,980	$40,000.00	$1,905.60	$381.12
81	T-654-06-F	Lots 8 and 9, Block 126, Evans Subd.	E8000-00-126-0008-00	$39,312	$13,000.00	$2,041.02	$113.39
82	T-264-07-F	Lot 12, Block 14, Citrus Bay	C4700-00-014-0012-00	$16,670	$8,100.00	$1,199.52	$133.28
83	T-692-07-E	Lot 137, Citrus Trail Mobile Home Subd.	C5353-00-000-0137-00	$21,050	$14,600.00	$2,648.80	$132.44
84	T-098-08-A	Lot 103, High School East	H2840-00-000-0103-00	$10,894	$12,300.00	$1,616.70	$190.20
85	T-298-09-B	Lot 6, Blk 178, Hawk	H1850-00-178-0006-00	$24,541	$8,600.00	$1,115.28	$185.88
86	T-514-09-F TR 1	Lot 2, Blk 2, Universal Estates #1	U0500-01-002-0002-00	$8,509	$8,000.00	$1,124.28	$124.92
87	T-514-09-F TR 7	Lot 127, Blk 2, Universal Estates #1	U0500-01-002-0127-00	$8,434	$7,200.00	$980.28	$108.92
88	T-514-09-F TR 8	Lot 125, Blk 2, Universal Estates #1	U0500-01-002-0125-00	$8,423	$8,000.00	$1,124.28	$124.92
89	T-514-09-F TR 10	Lot 128, Blk 2, Universal Estates #1	U0500-01-002-0128-00	$8,423	$8,000.00	$1,124.28	$124.92
90	T-897-09-A	Lot 8, Sioux Terrace South Ph 1	S3593-01-000-0008-00	$13,756	$9,000.00	$1,328.22	$147.58
91	T-1184-09-F	Ken #3 all of Lot 18, Browning	B4650-00-000-0018-00	$25,287	$9,200.00	$1,193.28	$210.57
92	T-1672-09-J	Lot 103, Sol Brilla UT V	S3975-05-000-0103-00	$38,678	$30,500.00	$5,723.40	$286.17
93	T-1679-09-F	R/S Lot 5, Block 11, Lot 27	R5150-00-000-0027-00	$36,059	$9,500.00	$1,594.29	$167.82

LINEBARGER

94	**T-1857-09-A**	**Lot 30, Blk 7, Hidalgo Park Estates**	**H2650-00-007-0030-00**	**$38,629**	**$10,000.00**	**$1,721.40**	**$258.21**
95	**T-2236-09-H**	**Lots 6 & 7, Blk 3, Colonia Victoria**	**C7800-00-003-0006-00**	**$18,123**	**$7,100.00**	**$854.28**	**$94.92**
96	**T-2611-09-D**	**Lot 24, Blk 2, Palms Addition**	**P2600-00-002-0024-00**	**$23,202**	**$9,000.00**	**$1,169.94**	**$206.46**
97	**T-1688-09-A And T-487-95-D**	**Lot 3, Huisache #1**	**H5200-01-000-0003-00**	**$63,471**	**$12,100.00**	**$2,150.40**	**$268.80**
98	**T-887-10-G**	**Lots 23-24, Blk 85, Hackberry Sudv.**	**H0450-00-085-0023-00**	**$21,430**	**$20,100.00**	**$4,114.93**	**$357.82**
99	**T-1531-10-E**	**E 125'-W 525'-S 336.6' Lot 13, Blk 8, John Closner**	**J5700-00-008-0013-05**	**$28,183**	**$23,500.00**	**$4,173.16**	**$439.28**
100	**T-201-11-H**	**Lot 98 Northside Village M/H PH II**	**N7850-00-000-0098-00**	**$19,747**	**$18,160.00**	**$3,932.16**	**$327.68**
101	**T-1557-11-D**	**Lot 4, Blk 1, Todd**	**T5700-00-001-0004-00**	**$11,245**	**$7,600.00**	**$1,095.00**	**$109.50**
102	**T-357-04-F**	**Lot 34, Las Brisas Del Sur**	**L3140-00-000-0034-00**	**$20,089**	**$6,100.00**	**$997.60**	**$99.76**
103	**T-1164-09-H**	**0.95 AC. Irr. Tr. E75.56'-W221.26'-N320.3' Lot 5, Blk 1, Tejon Land & Water Co.**	**T1400-00-001-0005-17**	**$38,316**	**$45,000.00**	**$7,759.98**	**$862.22**

LINEBARGER

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 17th day of July, 2013, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this _____ day of _____, 2013.

_____

Ramon Garcia, County Judge,
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-39280 **Constables 8. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Constable Pct 2 Martin Cantu **Submitted By:** Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
Discussion, consideration and approval to appoint Adam Daniel Gomez as Reserve Deputy Constable by Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012 RESERVE DEPUTY CONSTABLES (a) The Commissioners court of county may authorize a constable of the county to appoint reserve deputy constables. The Commissioners court may limit the number of reserve deputy may appoint.

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from Co. funds; no fiscal impact to Co.

Attachments

Local Goverment Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 08:36 AM
Obdett Calzada	Obdett Calzada	07/11/2013 10:18 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Roxanne De La Cruz Started On: 06/17/2013 11:23 AM

Final Approval Date: 07/12/2013

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace
officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the
constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure
or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county
or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of
not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-39574 **Constables 8. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Approval of 2013 appropriation of funds in the amount of $1,302.14 into the Constable Pct 4 Investigation HB65 Fund to purchase police gear.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1231-421-00-294-003-0-XXX

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

BUDGETARY IMPACT:

Attachments

BA75

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:00 AM
Olga Garza	Olga Garza	07/12/2013 03:39 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Nayla Munoz Started On: 07/05/2013 02:34 PM

Final Approval Date: 07/12/2013

DATE: July 5, 2013

2013
Appropriation

DEPARTMENT HEAD: J. E. "Eddie" Guerra

DEPARTMENT NAME: Constable Pct 4

ACCOUNT NUMBER: 3-1231-421-00-294-003-0-XXX

Contact Person: Joel Rivera **Ph#** (956) 383-8560 Ext 4302

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
3-1231-421-00-294-003-0-611	Police Supplies		$389.20
3-1231-421-00-294-003-0-668	Police Weapons & BP Vests		$848.40
3-1231-421-00-294-003-0-619	Other Misc Supplies		$51.55
3-1231-421-00-294-003-0-346	Hauling & Freight Services		$12.99
		TOTAL BUDGET INCREASE (DECREASE)	**$1,302.14**

REASON: To appropriate the 2013 Investigation HB 65 Funds (Chapter 59 Forfiture Monies) to purchase police gear.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39590 **District Courts 9. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Delia, Master Court 1 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Master Court #1:

Requesting approval to process payment of the following invoice:

Vendor	Invoice date	Invoice #	Amount
A Sign Language Company	4/20/12	8335	285.00

with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor

BACKGROUND

3-1100-412-00-031-001-0-831

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-031-001-0-831

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

BUDGETARY IMPACT:

Funding available as of 7-11-13
PO# 678268

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:05 AM
Manuel Chapa	Manuel Chapa	07/11/2013 03:35 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/08/2013 03:51 PM

Final Approval Date: 07/12/2013

A Sign Language Company

A Sign Language Company
2721 Fountain Plaza Blvd Ste A
Edinburg, Texas 78539

Phone # (956) 668-8233 & 956-... aslcom@aol.com
Fax # (956) 878-1618

Invoice

Invoice #: 8335
Invoice Date: 04/20/2012
Due Date: 04/20/2012
Terms:
Project:
P.O. No.: 678268

Bill To:

4-D Courts
MASTER COURT #1
1615 S. Closner Blvd. Ste D
Edinburg TX 78539
ATTN: DELIA GARZA

Description	Hrs/Qty	Rate	Amount
Interpreting Services Provided by Raquel Taylor - RID Certified - on 4-11-12	3	95.00	285.00

RECEIVED BY
COUNTY AUDITOR
2013 JUN 4 AM 9 27

Please call Raquel Taylor for any questions 956-533-1780 cell or office at 956-668-8233. Thank you.

Please Note: A finance charge of 1.5% per month will be applied to all past due invoices. Any changes to the billing address must be submitted in writing to A Sign Language Co. Thank you for your prompt payment.

Total	$285.00
Payments/Credits	$0.00
Balance Due	$285.00

INVOICE RECEIVED BY:
Delia D. Garza ON 4-8-2013
GOODS/SERVICES RECEIVED BY:
Delia D. Garza ON 4-8-2013

Delia D. Garza 6-3-2013.

AI-39674 **Human Resources 10. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office (1100)

1. Approval to remove clothing allowance as follows, effective next full pay period, 7/29/2013.

Slot #	Position Title	Budgeted Amount (Allowance)
0057	(Sr.) Deputy Sheriff (Step IV)	$500.00
0065	Deputy Sheriff (Step II)	$500.00

2. Approval to authorize clothing allowance as follows, effective next full pay period.

Slot #	Position Title	Budgeted Amount (Allowance)
0029	Sergeant (Step I)	$500.00
0041	Sergeant (Step III)	$500.00

3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-119

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

PAR's

REVISED SALRY SCHEDULE

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 08:55 AM
Rosalinda Cantu	Rosie Cantu	07/12/2013 04:31 PM
Obdett Calzada	Obdett Calzada	07/12/2013 05:29 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Sylvia Rios Started On: 07/11/2013 03:10 PM

Final Approval Date: 07/12/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr.) DEPUTY SHERIFF (Step IV) CURRENT SLOT #: 001-057

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 500.00	$ 0.00	$ (500.00)
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 ☒ 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:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

REMOVE CLOTHING ALLOWANCE

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	7-2-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esther A. Cortez by Lizzie Ríos HUMAN RESOURCES DIRECTOR	07.11.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/12/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: DEPUTY SHERIFF II CURRENT SLOT #: 001-065

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 500.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ (500.00) (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 ☐ _____ 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:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

REMOVE CLOTHING ALLOWANCE

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	7-2-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esther A. Longoria by Sylvia Rios HUMAN RESOURCES DIRECTOR	07.11.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/12/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/1/2013

CURRENT POSITION TITLE: SERGEANT (Step1) CURRENT SLOT #: 001-029

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADDING CLOTHING ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 500.00 Proposed G&S/ Budgeted Salary $ 500.00 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 ☐ _____ 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:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

REQUESTING CLOTHING ALLOWANCE. THIS SERGEANT WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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	7-2-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Syquia Ruiz HUMAN RESOURCES DIRECTOR	07.11.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/12/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/1/2013

CURRENT POSITION TITLE: SERGEANT (Step III) CURRENT SLOT #: 001-041

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADDING CLOTHING ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 500.00 Proposed G&S/ Budgeted Salary $ 500.00 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)

REQUESTING CLOTHING ALLOWANCE. THIS SERGEANT WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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	7-2-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	07.11.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/12/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 39674

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$136,500.00	$0.00	$136,500.00	0.03	$4,095.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$144,695.00
0003	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0004	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$80,870.00
0005	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$70,690.00
0006	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,680.00	$0.00	$1,800.00	$0.00	$500.00	$70,930.00
0007	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$69,730.00
0008	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$71,030.00
0010	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,860.00	$0.00	$3,300.00	$0.00	$0.00	$62,919.00
0011	113	LIEUTENANT STEP I	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$52,095.00	$660.00	$0.00	$1,200.00	$0.00	$500.00	$54,455.00
0012	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$1,080.00	$0.00	$3,000.00	$0.00	$500.00	$60,385.00
0013	113	LIEUTENANT STEP II	$50,578.00	$1,770.00	$52,348.00	0.03	$1,570.00	$0.00	$53,918.00	$53,918.00	$840.00	$0.00	$3,000.00	$0.00	$500.00	$58,258.00
0014	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$55,805.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$58,445.00
0015	113	LIEUTENANT STEP I	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.00	$0.00	$55,805.00	$52,095.00	$1,020.00	$0.00	$1,800.00	$0.00	$0.00	$54,915.00
0016	113	INFORMATION TECHNOLOGY MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$52,348.00	$1,832.00	$54,180.00	0.03	$1,625.40	$0.00	$55,805.00	$55,805.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$58,445.00
0019	113	LIEUTENANT STEP II	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.00	$0.00	$57,759.00	$53,918.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$57,098.00
0020	113	LIEUTENANT STEP IV	$54,180.00	$1,897.00	$56,077.00	0.03	$1,682.31	$0.00	$57,759.00	$57,759.00	$1,080.00	$0.00	$1,200.00	$0.00	$500.00	$60,539.00
0021	113	ACCOUNTANT III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP II	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$49,017.00	$840.00	$0.00	$1,200.00	$0.00	$500.00	$51,557.00
0023	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,427.67	$0.00	$49,017.00	$49,017.00	$1,080.00	$0.00	$1,200.00	$0.00	$0.00	$51,297.00
0024	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$47,359.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$49,159.00
0025	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$1,380.00	$0.00	$1,800.00	$0.00	$0.00	$55,688.00
0026	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$50,637.00
0027	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 39674

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0028	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$300.00	$0.00	$1,200.00	$0.00	$500.00	$51,017.00
		AUTHORIZE CLOTHING ALLOWANCE TO THE FOLLOWING FULL TIME POSITION													**$500.00**	
0029	**113**	**SERGEANT STEP I**	**$49,255.00**	**($3,275.00)**	**$45,980.00**	**0.03**	**$1,379.40**	**$1,658.00**	**$49,017.00**	**$47,359.00**	**$480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$47,839.00**
0030	113	SERGEANT STEP I	$49,255.00	($3,275.00)	$45,980.00	0.03	$1,379.40	$1,658.00	$49,017.00	$47,359.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$49,159.00
0031	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$54,488.00
0032	113	SERGEANT STEP III	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$1,716.00	$50,733.00	$50,733.00	$660.00	$0.00	$0.00	$0.00	$500.00	$51,893.00
0033	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$720.00	$0.00	$600.00	$0.00	$0.00	$53,828.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$46,747.00	$0.00	$46,747.00	0.03	$1,402.41	$0.00	$48,149.00	$48,149.00	$1,620.00	$0.00	$0.00	$0.00	$500.00	$50,269.00
0035	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,427.67	$0.00	$49,017.00	$47,359.00	$420.00	$0.00	$600.00	$0.00	$0.00	$48,379.00
0036	113	SERGEANT STEP II	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$49,017.00	$660.00	$0.00	$600.00	$0.00	$0.00	$50,277.00
0037	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0038	113	SERGEANT STEP III	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.00	$0.00	$52,508.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0039	113	SERGEANT STEP I	$45,980.00	$1,609.00	$47,589.00	0.03	$1,428.00	$0.00	$49,017.00	$47,359.00	$240.00	$0.00	$0.00	$0.00	$0.00	$47,599.00
0040	113	SERGEANT STEP II	$45,980.00	$1,609.00	$47,589.00	0.03	$1,427.67	$0.00	$49,017.00	$49,017.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$51,077.00
		AUTHORIZE CLOTHING ALLOWANCE TO THE FOLLOWING FULL TIME POSITION													**$500.00**	
0041	**113**	**SERGEANT STEP III**	**$47,589.00**	**$1,666.00**	**$49,255.00**	**0.03**	**$1,477.65**	**$0.00**	**$50,733.00**	**$50,733.00**	**$840.00**	**$0.00**	**$1,200.00**	**$0.00**	**$0.00**	**$52,773.00**
0042	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0043	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0044	113	CRIME SCENE SPECIALIST	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$660.00	$0.00	$0.00	$0.00	$500.00	$47,303.00
0045	113	MECHANIC V	$43,284.00	$0.00	$43,284.00	0.03	$1,299.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0046	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,800.00	$0.00	$3,900.00	$0.00	$0.00	$53,434.00
0047	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,560.00	$0.00	$3,900.00	$0.00	$500.00	$53,694.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,740.00	$0.00	$3,900.00	$0.00	$500.00	$53,874.00
0049	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,900.00	$0.00	$500.00	$51,060.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-280-001-0-

AI - 39674

SHERIFF

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0051	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0052	113	SR. DEPUTY SHERIFF STEP II	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,900.00	$0.00	$500.00	$53,334.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$52,674.00
0055	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0056	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$39,134.00
		REMOVE CLOTHING ALLOWANCE TO THE FOLLOWING POSITION														
0057	**113**	**SR. DEPUTY SHERIFF STEP IV**	**$44,777.00**	**$1,567.00**	**$46,344.00**	**0.03**	**$1,390.00**	**$0.00**	**$47,734.00**	**$47,734.00**	**$840.00**	**$0.00**	**$1,200.00**	**$0.00**	**$0.00**	**$49,774.00**
0058	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0059	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0060	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,300.00	$0.00	$0.00	$44,050.00
0061	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$40,400.00
0062	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$44,910.00
0063	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0064	113	DEPUTY SHERIFF	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
		REMOVE CLOTHING ALLOWANCE TO THE FOLLOWING POSITION														
0065	**113**	**DEPUTY SHERIFF STEP II**	**$38,000.00**	**$1,330.00**	**$39,330.00**	**0.03**	**$1,180.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$240.00**	**$0.00**	**$2,100.00**	**$0.00**	**$0.00**	**$42,850.00**
0066	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0067	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0068	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0069	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$1,800.00	$0.00	$500.00	$42,930.00
0070	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0071	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0072	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0074	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0075	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0076	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0077	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0079	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0080	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$660.00	$0.00	$0.00	$0.00	$0.00	$39,800.00
0081	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$2,100.00	$0.00	$500.00	$51,234.00
0083	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0084	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$51,114.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0087	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$45,954.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$52,254.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$0.00	$51,934.00
0090	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0091	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0092	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0093	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$51,874.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$51,714.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0096	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0097	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,380.00	$0.00	$1,200.00	$0.00	$0.00	$50,314.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0100	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,660.00	$39,140.00	0.03	$1,174.20	$0.00	$40,314.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$1,620.00	$0.00	$1,200.00	$0.00	$0.00	$50,554.00
0102	113	DEPUTY SHERIFF	$44,777.00	($2,977.00)	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0103	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$50,314.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$51,754.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,000.00	$0.00	$0.00	$51,574.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0108	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0109	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0110	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0111	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$5,100.00	$0.00	$0.00	$51,820.00
0112	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$3,000.00	$0.00	$0.00	$43,750.00
0113	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0114	113	DEPUTY SHERIFF	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0115	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$50,580.00
0116	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$49,714.00
0118	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,000.00	$0.00	$0.00	$49,780.00
0119	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0120	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0121	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$4,800.00	$0.00	$500.00	$50,281.00
0122	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$50,520.00
0123	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$1,620.00	$0.00	$3,900.00	$0.00	$0.00	$51,640.00
0124	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0125	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$600.00	$0.00	$0.00	$47,620.00
0126	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0127	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0128	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$0.00	$0.00	$0.00	$40,630.00
0129	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0130	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0131	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0132	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0133	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0134	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00
0135	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0136	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0137	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$1,800.00	$0.00	$0.00	$48,580.00
0138	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0139	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00
0140	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,000.00	$0.00	$0.00	$49,660.00
0141	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$49,860.00
0142	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$42,850.00
0143	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0144	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$49,200.00
0145	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0146	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$48,160.00
0147	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0148	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0149	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,754.00
0150	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0151	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0152	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$39,374.00
0153	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0154	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0155	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0156	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0157	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0158	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0159	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$47,980.00
0160	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$48,340.00
0161	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,994.00
0162	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$48,820.00
0163	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0164	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$50,020.00
0165	113	DEPUTY SHERIFF	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0166	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0167	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,660.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0168	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0169	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$50,040.00
0170	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0171	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$50,460.00
0172	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0173	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0174	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0175	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0176	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0177	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$420.00	$0.00	$3,300.00	$0.00	$0.00	$49,840.00
0178	113	DEPUTY SHERIFF STEP I	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0179	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0180	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$44,910.00
0181	113	ACCOUNTANT II	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$43,976.00
0182	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$900.00	$0.00	$0.00	$0.00	$0.00	$42,038.00
0183	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.00	$0.00	$41,138.00	$39,492.48	$0.00	$0.00	$0.00	$0.00	$0.00	$39,492.48
0184	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,678.00
0185	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,798.00
0186	113	MECHANIC IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$39,707.00	$233.00	$39,940.00	0.03	$1,198.20	$0.00	$41,138.00	$41,138.00	$420.00	$0.00	$0.00	$0.00	$0.00	$41,558.00
0188	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0189	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$0.00	$0.00	$0.00	$40,690.00
0190	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0191	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$3,600.00	$0.00	$500.00	$49,081.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0192	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0193	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0194	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,114.00
0195	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$3,300.00	$0.00	$500.00	$47,154.00
0196	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0197	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$47,514.00
0198	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0199	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0200	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$47,214.00
0201	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0202	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,214.00
0203	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0204	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$47,694.00
0205	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$600.00	$0.00	$0.00	$41,650.00
0206	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$42,610.00
0207	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0208	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$46,781.00
0209	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0210	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$47,521.00
0211	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0212	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$46,961.00
0213	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$500.00	$47,341.00
0214	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0215	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,934.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0216	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0217	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0218	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,050.00
0219	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$46,961.00
0220	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0221	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0222	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$47,221.00
0223	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00
0224	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0225	113	DEPUTY SHERIFF	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0226	113	DEPUTY SHERIFF STEP I	$36,480.00	$2,850.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0227	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,354.00
0228	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0229	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$43,030.00
0230	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,414.00
0231	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0232	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$44,614.00
0233	113	SR. DEPUTY SHERIFF STEP I	$39,330.00	$2,470.00	$41,800.00	0.03	$1,254.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,214.00
0234	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$44,410.00
0235	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0236	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0237	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,930.00
0238	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0239	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$540.00	$0.00	$0.00	$0.00	$500.00	$37,670.00
0241	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$780.00	$0.00	$0.00	$0.00	$500.00	$37,159.00
0242	113	EVIDENCE TECHNICIAN	$34,360.00	$474.00	$34,834.00	0.03	$1,045.02	$0.00	$35,879.00	$35,879.00	$540.00	$0.00	$0.00	$0.00	$500.00	$36,919.00
0243	113	HUMAN RESOURCES SPECIALIST II	$32,929.00	$212.00	$33,141.00	0.03	$994.23	$0.00	$34,135.00	$34,135.00	$540.00	$0.00	$0.00	$0.00	$0.00	$34,675.00
0244	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0246	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,489.00
0248	113	ADMINISTRATIVE ASSISTANT III	$32,929.00	$146.00	$33,075.00	0.03	$992.25	$0.00	$34,067.00	$34,067.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$35,387.00
0249	113	ACCOUNTANT I	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,069.00
0250	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0251	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0252	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,305.00
0253	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0254	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0255	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0256	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,704.00
0257	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0258	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0260	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0261	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,004.00
0264	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$915.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0265	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,824.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,824.00
0266	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0268	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0270	113	COMMUNICATIONS OFFICER	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,944.00
0272	113	ADMINISTRATIVE ASSISTANT II	$31,096.00	$0.00	$31,096.00	0.03	$932.88	$0.00	$32,029.00	$32,029.00	$720.00	$0.00	$0.00	$0.00	$500.00	$33,249.00
0273	113	ASSISTANT QUARTER MASTER	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0274	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00
0275	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,439.00
0276	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$28,799.00
0277	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0278	113	ADMINISTRATIVE ASSISTANT I	$26,657.00	$80.00	$26,737.00	0.03	$802.11	$0.00	$27,539.00	$27,539.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,919.00
0279	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0281	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,767.00
0282	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$783.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00
0283	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,227.00
0284	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$245.00	$26,084.00	0.03	$782.52	$0.00	$26,867.00	$26,867.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,407.00
0285	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$750.63	$0.00	$25,772.00	$25,772.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,192.00
0289	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0291	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$750.63	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,021.00	$0.00	$25,021.00	0.03	$751.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0295	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0296	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0297	113	CUSTODIAN II	$22,411.00	$0.00	$22,411.00	0.03	$672.33	$0.00	$23,083.00	$23,083.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,503.00
0327	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0328	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$47,860.00
0329	113	SR. DEPUTY SHERIFF STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$600.00	$0.00	$0.00	$47,200.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$35,563.00	$0.00	$35,563.00	0.03	$1,066.89	$0.00	$36,630.00	$36,630.00	$420.00	$0.00	$0.00	$0.00	$500.00	$37,550.00
0331	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0332	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0333	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,870.00
0334	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$4,800.00	$0.00	$500.00	$46,110.00
0335	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$43,170.00
0336	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0337	113	DEPUTY SHERIFF STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0338	113	DEPUTY SHERIFF STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$120.00	$0.00	$2,100.00	$0.00	$500.00	$43,230.00
0339	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0340	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$47,641.00
0341	113	DEPUTY SHERIFF	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0342	113	DEPUTY SHERIFF STEP I	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0343	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$0.00	$0.00	$0.00	$45,161.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0344	113	SR. DEPUTY SHERIFF STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0345	113	DEPUTY SHERIFF	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0346	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0347	113	ADMINISTRATIVE ASSISTANT II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,054.00
0361	113	BUDGET MANAGER II	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$67,427.00
0362	113	PROCUREMENT SPECIALIST	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,243.00
0363	113	COMMUNICATIONS SUPERVISOR	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$720.00	$0.00	$0.00	$0.00	$0.00	$36,111.00
0364	113	CRIME VICTIM LIASON	$38,408.00	$3.00	$38,411.00	0.03	$1,152.33	$0.00	$39,563.00	$39,563.00	$780.00	$0.00	$0.00	$0.00	$0.00	$40,343.00
0365	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,620.00	$0.00	$1,800.00	$0.00	$500.00	$70,870.00
0366	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,020.00	$0.00	$1,800.00	$0.00	$500.00	$70,270.00
0367	113	CAPTAIN	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$70,450.00
0369	113	DIVISION COMMANDER	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$80,930.00
0370	113	CHIEF OF STAFF	$75,000.00	$0.00	$75,000.00	0.03	$2,250.00	$0.00	$77,250.00	$77,250.00	$480.00	$0.00	$0.00	$0.00	$0.00	$77,730.00
0371	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0372	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0373	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0374	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0375	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0376	113	DEPUTY SHERIFF	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0377	113	DEPUTY SHERIFF	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0378	113	DEPUTY SHERIFF STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0379	113	TECHNICIAN IV	$0.00	$37,109.00	$37,109.00	0.03	$1,113.00	$0.00	$38,222.00	$36,693.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,693.00
0380	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0383	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0384	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0385	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$1,140.00	$1,140.00	0	$0.00	($1,140.00)	$0.00	$0.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$1,680.00
0387	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0388	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0389	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0390	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$1,800.00
0392	113	DEPUTY SHERIFF STEP II	$0.00	$1,180.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$0.00	$55,805.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$54,675.00
0394	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$540.00	$0.00	$0.00	$0.00	$0.00	$49,557.00
0395	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$1,200.00	$0.00	$1,200.00	$0.00	$0.00	$53,133.00
0396	113	SERGEANT STEP I	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$48,919.00
0397	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$600.00	$0.00	$0.00	$52,053.00
0398	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$52,773.00
0399	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$51,237.00
0400	113	SERGEANT STEP III	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$52,713.00
0401	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$50,757.00
0402	113	SERGEANT STEP II	$0.00	$50,733.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$780.00	$0.00	$0.00	$0.00	$0.00	$49,797.00
0403	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0404	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$40,574.00
0405	113	DEPUTY SHERIFF	$0.00	$39,140.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$37,109.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,469.00

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Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0407	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0408	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0409	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0410	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0411	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0412	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0414	113	ADMINISTRATIVE ASSISTANT I	$0.00	$24,087.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0415	113	QUALITY ASSURANCE INSPECTOR	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	**$13,347,874.00**	**$1,323,806.00**	**$14,671,680.00**		**$412,323.30**	**$3,892.00**	**$15,087,887.00**	**$14,565,102.48**	**$167,520.00**	**$0.00**	**$372,000.00**	**$0.00**	**$45,000.00**	**$15,149,622.48**

Approval of the above highlighted personnel actions.
All personnel action(s) pending CC approval.

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: **Wednesday, July 17, 2013** **Agenda Item:** 39674

Summary of request/proposal:
Sheriff's Office (1100):
1. Approval to remove/ authorize clothing allowance as follows, effective next full pay period, 07/29/13.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	(Sr.) Deputy Sheriff (Step IV)	0057	119	500.00	0.00	(500.00)
1100	Deputy Sheriff (Step II)	0065	119	500.00	0.00	(500.00)
1100	Sergeant (Step I)	0029	119	0.00	500.00	500.00
1100	Sergeant (Step III)	0041	119	0.00	500.00	500.00
				1,000.00	1,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANC.	$0.00
3-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
3-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
3-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
3-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
3-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
3-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

AI-39666 **Human Resources 10. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections Department (1100):
1. Approval to create the following temporary full time positions:

Slot #	Position Title	Proposed Budgeted Salary
T151	Elections Clerk	$8,818.00 per year/$8.4788 per hour
T152	Elections Clerk	$8,818.00 per year/$8.4788 per hour
T153	Elections Clerk	$8,818.00 per year/$8.4788 per hour
T154	Elections Clerk	$8,818.00 per year/$8.4788 per hour
T155	Elections Clerk	$8,818.00 per year/$8.4788 per hour
T156	Elections Clerk	$8,818.00 per year/$8.4788 per hour

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available lapsed funds in the amount of $22,828.12 from vacancies in temp full time object code; and interdepartmental transfer from CO Wide ADM- Contingency.
Temporary positions, slot no.'s T0146, T0147, T0148, T0149 & T0150 are expired, will no longer be filled.

Attachments

PAR
revised salary schedule
transfer
fiscal note
description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 01:50 PM
Obdett Calzada	Obdett Calzada	07/11/2013 02:55 PM

Rosalinda Cantu	Rosie Cantu	07/11/2013 03:52 PM
Auditor's Office	Obdett Calzada	07/12/2013 08:14 AM
Purchasing Department	Marty Salazar	07/12/2013 09:59 AM
Rosalinda Cantu	Rosie Cantu	07/12/2013 01:54 PM

Form Started By: Monica Badillo Started On: 07/11/2013

Final Approval Date: 07/12/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: 6-11-2013

CURRENT POSITION TITLE:

CURRENT SLOT. #: T151, T152, T153, T154, T155, T156

REQUESTED POSITION TITLE: (Temporary) Elections Clerk
(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: $ 0 (Current Budgeted Salary) $ ~~17636~~ $8,818.00 x 6 RC (Proposed Budgeted Salary) $ ~~105816~~ $52,908.00 RC (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 ☐

8.4788
Enter hourly rate for temp. positions
$ 8.4788 * 1040 hrs. = $8,817.95 ($52,907.71 for six) RC
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7-1-2013	12-31-2013	Mon. - Fri., 8am - 5pm	40	6 months
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)

Six temporary positions are needed to wrap up all post-election procedures. (Two June Elections), data entry of voter registration cards received and processing scheduled maintenance of records as well as preparing for upcoming November Constitutional election and possible implementation of Vote Center Pilot program. Our office is possibly running an election in September.

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

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)

Requesting to bypass hiring procedures for some employees and extend their employment (not to exceed one calendar year) and rehire for other vacant positions in July of 2013.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Bypass procedures (employment) not neeessary. Pe as per Sergio Cruz.

1. DEPARTMENT HEAD	6-11-2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther A. Cortez/sje HUMAN RESOURCES DIRECTOR	06.18.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	07/08/2013 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-414-00-130-001-0

AI - 39666

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN	$73,500.00	$0.00	$73,500.00	0.03	$2,205.00	$0.00	$75,705.00	$75,705.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,705.00
0007	113	FIELD SERVICE SPECIALIST II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0010	113	ACCOUNTING CLERK II	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0011	113	EXECUTIVE ASSISTANT I	$44,287.00	$123.00	$44,410.00	0.03	$1,332.30	$0.00	$45,742.00	$45,742.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,282.00
0014	113	VOTER REGISTRATION SPCLST II	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,514.00
0015	113	ADMINISTRATIVE ASSISTANT III	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0016	113	VOTER REGISTRATION SPCLST I	$25,256.00	$244.00	$25,500.00	0.03	$765.00	$0.00	$26,265.00	$26,265.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,625.00
0017	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0018	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0020	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0022	113	VOTER REGISTRATION SPCLST I	$25,256.00	$0.00	$25,256.00	0.03	$758.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0085	113	EXECUTIVE ASSISTANT I	$41,481.00	$0.00	$41,481.00	0.03	$1,244.43	$0.00	$42,725.00	$42,725.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$44,225.00
0109	113	ACCOUNTANT II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0120	113	ELECTIONS SYSTEM MANAGER	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	$0.00	$56,162.00	$56,162.00	$300.00	$0.00	$0.00	$0.00	$0.00	$56,462.00
0121	113	ELECTIONS SPECIALIST II	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,811.00
0122	113	FIELD SERVICE SPECIALIST I	$31,815.00	$0.00	$31,815.00	0.03	$954.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0133	113	GIS OPERATOR ASSISTANT	$29,458.00	$0.00	$29,458.00	0.03	$884.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0134	113	ELECTIONS SPECIALIST I	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0135	113	ELECTIONS SPECIALIST I	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0136	113	FIELD SERVICE SPECIALIST I	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0137	113	FIELD SERVICE SPECIALIST II	$37,109.00	$0.00	$37,109.00	0.03	$1,113.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0145	113	GIS OPERATOR III	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
T146	121	DATA ENTRY CLERK I	$0.00	$17,636.00	$17,636.00	0	$0.00	$0.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T147	121	DATA ENTRY CLERK I	$0.00	$17,636.00	$17,636.00	0	$0.00	$0.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T148	121	DATA ENTRY CLERK I	$0.00	$17,636.00	$17,636.00	0	$0.00	$0.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T149	121	DATA ENTRY CLERK I	$0.00	$17,636.00	$17,636.00	0	$0.00	$0.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T150	121	DATA ENTRY CLERK I	$0.00	$17,636.00	$17,636.00	0	$0.00	$0.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
		CREATE THE FOLLOWING TEMP FULL TIME POSITIONS:														
T151	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T152	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T153	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T154	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T155	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T156	121	ELECTIONS CLERK	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$771,955.00	$141,455.00	$913,410.00		$23,169.07	$0.00	$936,579.00	$813,127.00	$3,540.00	$0.00	$0.00	$0.00	$0.00	$816,667.00

APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: July 11, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR Elections Dept

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: Obdett Calzada
Ph#: (956) 292-7025 EXT. 5419

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
3-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(34,418.33)
TO:				
3-1100-414-00-130-001-0-	121	ELECTIONS DEPT	TEMP F/T EMPLOYEES	30,079.88
3-1100-414-00-130-001-0-	220	ELECTIONS DEPT	FICA	4,047.46
3-1100-414-00-130-001-0-	250	ELECTIONS DEPT	UNEMPLOYMENT COMP	264.54
3-1100-414-00-130-001-0-	260	ELECTIONS DEPT	WORKER'S COMP	26.45
			TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND: Approval to create six (6) temporary full time positions: ELECTIONS CLERK; not to exceed six (6) months.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

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: **Wednesday, July 17, 2013** **Agenda Item:** **39666**

Summary of request/proposal:
Elections Department (1100):
Approval to create the following temporary full time positions, not to exceed (6) months and/or 12/31/2013:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	ELECTIONS CLERK	T151	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T152	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T153	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T154	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T155	121	0.00	8,818.00	8,818.00
1100	ELECTIONS CLERK	T156	121	0.00	8,818.00	8,818.00
				0.00	52,908.00	52,908.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	$48,042.90
3-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
3-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
3-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$3,675.28
3-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
3-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$240.21
3-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$24.02
			2013 Budgetary Impact	$51,982.41

2014 Budgetary Impact: N/A

Possible Funding Sources: County Wide ADM- Contingency.

Comments:

Available lapsed funds in the amount of $22,828.12 from vacancies in temp full time object code; and interdepartmental transfer from CO Wide
ADM- Contingency. Temporary positions, slot no.'s T0146, T0147, T0148, T0149 & T0150 are expired, will no longer be filled.

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

Will work under the direction of the Elections Administrator and will work closely with the Voter Registrar, Elections Operations, Elections GIS Operations and IT Managers in the performance of the various duties of elections.

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data and files

Assist public either by telephone or in person, with voter registration application information and elections information as needed

Provide public assistance in responding to telephone calls

Assist public with request information and questions

Knowledgeable of Deputizing Program for public, business and organizations utilized in Voter Registration process

Perform manual filing and scanning of voter applications and forms

Assist in data processing

Assist Election Operations Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.

Assist the Elections GIS Operations Manager with various duties such as printing maps, researching demographic data and other duties as needed

Assist the IT department in the Election's Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units

Coordinates with Elections Staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

Must be able to work under loud conditions, pressure and in meeting deadlines

Must be able to work nights and weekends as needed

Must have good writing and communications skills

Must be well organized

Must have basic filing skills

Must have regular attendance, be detailed oriented, and a self-motivator

Ability to work well with others including contractual entities, department employees, elected officials, the community, and department heads

Perform other duties as may be assigned

Must have a valid, Texas Driver's license

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or general education degree GED

Must have a minimum of one year of computer and data entry skills experience

Bilingual is preferred

Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as public requests

Ability to communicate effectively with staff and the public

Must have a good driving record

May be asked to handle an electric forklift and other equipment such as a shredder

May be asked to climb a ladder

During elections, must be available to work extended hours and/or weekends when necessary

Must be able to work under stressful and demanding conditions

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

Regular attendance punctuality is a must

Registration, Certification, or Licensure

Employee must have a current valid Texas Motor Vehicle Operator's License

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

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-39693 **Human Resources 10. C.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #4 (1200):
1. Approval to create the following temporary part time position:

Slot #	Position Title	Proposed Budgeted Salary
T079	Heavy Equipment Operator II	$ 8,393.00 per year/$15.60 per hour

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

$25,585.72 available funds in OTHER as of 07/12/13.

Attachments

Revised salary schedule
PAR Forms
Fiscal Note
job desc
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 02:51 PM
Obdett Calzada	Obdett Calzada	07/12/2013 04:46 PM
Rosalinda Cantu	Rosie Cantu	07/12/2013 05:15 PM
Obdett Calzada	Obdett Calzada	07/12/2013 05:41 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Sylvia Rios Started On: 07/12/2013 01:31 PM

Final Approval Date: 07/12/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-124-007-0

AI - 39693

PCT 4 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASSISTANT IV	$76,955.00	$0.00	$76,955.00	0.03	$2,308.65	$0.00	$79,264.00	$79,264.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$81,124.00
0002	113	FIXED ASSET MANAGER	$48,106.00	$0.00	$48,106.00	0.03	$1,443.18	$0.00	$49,549.00	$49,549.00	$780.09	$0.00	$4,000.00	$0.00	$0.00	$54,329.09
0004	113	ACCOUNTS PAYABLE SPECIALIST III	$42,428.00	$0.00	$42,428.00	0.03	$1,273.00	$0.00	$43,701.00	$43,701.00	$300.00	$0.00	$0.00	$0.00	$0.00	$44,001.00
0006	113	CHIEF ADMINISTRATOR	$37,500.00	$0.00	$37,500.00	0.03	$1,125.00	$0.00	$38,625.00	$38,625.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$43,625.00
0007	113	HEAVY EQUIPMENT OPERATOR III	$42,588.00	$0.00	$42,588.00	0.03	$1,277.64	$0.00	$43,866.00	$43,866.00	$720.00	$0.00	$0.00	$0.00	$0.00	$44,586.00
0008	113	HEAVY EQUIPMENT OPERATOR III	$37,659.00	$0.00	$37,659.00	0.03	$1,129.77	$0.00	$38,789.00	$38,789.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$39,929.00
0009	113	MECHANIC III	$34,433.00	$0.00	$34,433.00	0.03	$1,032.99	$0.00	$35,466.00	$35,466.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,246.00
0010	113	HEAVY EQUIPMENT OPERATOR II	$32,837.00	$0.00	$32,837.00	0.03	$985.11	$0.00	$33,822.00	$33,822.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$35,442.00
0012	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0013	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0014	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,703.00
0015	113	CLERK/RECEPTIONIST	$29,242.00	$0.00	$29,242.00	0.03	$877.26	$0.00	$30,119.00	$30,119.00	$600.00	$0.00	$1,500.00	$0.00	$0.00	$32,219.00
0016	113	TRUCK DRIVER II	$28,812.00	$0.00	$28,812.00	0.03	$864.36	$0.00	$29,676.00	$29,676.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,096.00
0017	113	TRF SA/SPC III	$28,771.00	$0.00	$28,771.00	0.03	$863.13	$0.00	$29,634.00	$29,634.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,934.00
0018	113	TRUCK DRIVER III	$28,529.00	$0.00	$28,529.00	0.03	$855.87	$0.00	$29,385.00	$29,385.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,745.00
0019	113	HEAVY EQUIPMENT OPERATOR I	$28,487.00	$0.00	$28,487.00	0.03	$854.61	$0.00	$29,342.00	$29,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,062.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$28,398.00	$0.00	$28,398.00	0.03	$851.94	$0.00	$29,250.00	$29,250.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,970.00
0021	113	TRUCK DRIVER III	$28,320.00	$0.00	$28,320.00	0.03	$849.60	$0.00	$29,170.00	$29,170.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,830.00
0022	113	HEAVY EQUIPMENT OPERATOR II	$28,140.00	$0.00	$28,140.00	0.03	$844.20	$0.00	$28,984.00	$28,984.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,124.00
0023	113	HEAVY EQUIPMENT OPERATOR II	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,257.00
0024	113	HEAVY EQUIPMENT OPERATOR II	$30,294.00	$0.00	$30,294.00	0.03	$908.82	$0.00	$31,203.00	$31,203.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,503.00
0025	113	MAINTENANCE III	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,537.00
0026	113	MECHANIC I	$27,706.00	$0.00	$27,706.00	0.03	$831.00	$0.00	$28,537.00	$28,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,537.00
0027	113	TIRE REPAIR	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,957.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-124-007-0

AI - 39693

PCT 4 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0028	113	HEAVY EQUIPMENT OPERATOR II	$27,413.00	$0.00	$27,413.00	0.03	$822.39	$0.00	$28,235.00	$28,235.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$29,495.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$25,647.00	$0.00	$25,647.00	0.03	$769.41	$0.00	$26,416.00	$26,416.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,016.00
0031	113	MAINTENANCE II	$25,556.00	$0.00	$25,556.00	0.03	$767.00	$0.00	$26,323.00	$26,323.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,043.00
0032	113	HEAVY EQUIPMENT OPERATOR II	$24,829.00	$0.00	$24,829.00	0.03	$744.87	$0.00	$25,574.00	$25,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,574.00
0034	113	HEAVY EQUIPMENT OPERATOR I	$24,829.00	$0.00	$24,829.00	0.03	$744.87	$0.00	$25,574.00	$25,574.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,934.00
0035	113	HEAVY EQUIPMENT OPERATOR II	$23,808.00	$0.00	$23,808.00	0.03	$714.24	$0.00	$24,522.00	$24,522.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,522.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$26,308.00	$0.00	$26,308.00	0.03	$789.24	$0.00	$27,097.00	$27,097.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,097.00
0037	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0038	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0039	113	MAINTENANCE II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0040	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,890.00
0041	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,590.00
0042	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0.03	$670.00	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0043	113	MAINTENANCE I	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,590.00
0044	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.00	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0045	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0047	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,315.00
0048	113	TRF SA/SPC II	$25,741.00	$0.00	$25,741.00	0.03	$772.23	$0.00	$26,513.00	$26,513.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,593.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTENANCE	$25,741.00	$0.00	$25,741.00	0.03	$772.23	$0.00	$26,513.00	$26,513.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,513.00
0050	113	CUSTODIAN	$23,030.00	$0.00	$23,030.00	0.03	$690.90	$0.00	$23,721.00	$21,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,660.00
0051	113	HEAVY EQUIPMENT OPERATOR II	$27,329.00	$0.00	$27,329.00	0.03	$819.87	$0.00	$28,149.00	$28,149.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,449.00
0054	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$960.00	$0.00	$0.00	$0.00	$0.00	$44,220.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,860.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-124-007-0

AI - 39693

PCT 4 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0056	113	ACCOUNTS PAYABLE SPECIALIST I	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0058	113	MECHANIC II	$31,070.00	$0.00	$31,070.00	0.03	$932.00	$0.00	$32,002.00	$32,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,002.00
0059	113	GENERAL OPERATIONS MANAGER	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$86,888.00	$540.00	$0.00	$0.00	$0.00	$0.00	$87,428.00
0061	113	DIRECTOR OF ROAD AND BRIDGE	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$68,330.00
0062	113	FIELD OPERATIONS DIRECTOR II	$70,277.00	$0.00	$70,277.00	0.03	$2,108.31	$0.00	$72,385.00	$72,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,385.00
0063	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$65,974.00	$0.00	$65,974.00	0.03	$1,979.22	$0.00	$67,953.00	$67,953.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$69,693.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$58,434.00	$0.00	$58,434.00	0.03	$1,753.02	$0.00	$60,187.00	$60,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,187.00
0065	113	HEAVY EQUIPMENT OPERATOR II	$31,500.00	$0.00	$31,500.00	0.03	$945.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,445.00
0066	113	HEAVY EQUIPMENT OPERATOR II	$31,500.00	$0.00	$31,500.00	0.03	$945.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,445.00
0067	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$65,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,988.00
0068	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$840.00	$0.00	$0.00	$0.00	$0.00	$65,189.00
0072	113	DIRECTOR OF OPERATIONS	$68,825.00	$0.00	$68,825.00	0.03	$2,064.75	$0.00	$70,890.00	$70,890.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,890.00
0074	114	CLERK IV	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0075	113	SAFETY COORDINATOR	$48,500.00	$0.00	$48,500.00	0.03	$1,455.00	$0.00	$49,955.00	$46,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,000.00
0076	113	SPECIAL PROJECTS COORDINATOR	$0.00	$49,000.00	$49,000.00	0	$0.00	$0.00	$49,000.00	$48,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$48,720.00
0077	113	COORDINATOR III	$0.00	$42,354.00	$42,354.00	0	$0.00	$0.00	$42,354.00	$42,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,354.00
0078	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$35,254.00	$35,254.00	0	$0.00	$0.00	$35,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T079	**122**	**CREATE THE FOLLOWING TEMPORARY PART-TIME POSITION: HEAVY EQUIPMENT OPERATOR II**	**$0.00**	**$8,393.00**	**$8,393.00**	**0**	**$0.00**	**$0.00**	**$8,393.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,153,406.00**	**$126,608.00**	**$2,288,407.00**		**$64,601.68**	**$0.00**	**$2,353,003.00**	**$2,302,340.00**	**$26,880.09**	**$0.00**	**$5,500.00**	**$5,000.00**	**$0.00**	**$2,339,720.09**

Approval of the above highlighted personnel actions.
All personnel action(s) pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 12 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-007)**

DATE: **07/12/13**

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #:
124-007-~~0079~~
TONG
Re

REQUESTED POSITION TITLE: **Heavy Equipment Operator II**

REQUEST FOR: OF POSITION

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☒ Other **Create temp part-time Position**

POSITION SALARY REQUEST:

1	$ .00	$8,393.00	$ $8,393.00
NO. OF POSITIONS	CURRENT SALARY	PROPOSED SALARY	NET CHANGE

Position to be funded from one of the following:

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

☐ Other **Acct #1200-431-00-124-007-0-** 890 per Gloria Beltran
Re

POSITION TYPE:

Full Time Employee Object 113 ☐
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☒

$15.60
Enter hourly rate for temp. positions
$15.60 x 538 hrs=$8,393.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/29/13	12/31/13	3 days per week @ 8 hrs per day	24	5 months (22 wks, 2 days)
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

To better serve Pct 4 constituents by assisting with current on-going Pct 4 projects as needed.

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)

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios HAS DEPARTMENT HEAD	7/12/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	☒ Yes	☐ NO
2.	Esther A. Cortez/ppe HUMAN RESOURCES DIRECTOR	07.12.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ Yes	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	07/12/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ Yes	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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: **Wednesday, July 17, 2013** **Agenda Item:** 39693

Summary of request/proposal:
PCT4 RD MAINT- (1200):
APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART TIME POSITION AS FOLLOWS:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	HEAVY EQUIP. OPERATOR II	T079	122	0.00	8,393.00	8,393.00
				0.00	8,393.00	8,393.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-124-007-0-	122	PCT4 RD MAINT-	TEMP P/T EMPLOYEE	$8,393.00
3-1200-431-00-124-007-0-	211	PCT4 RD MAINT-	HEALTH INSURANCE	$0.00
3-1200-431-00-124-007-0-	212	PCT4 RD MAINT-	LIFE INSURANCE	$0.00
3-1200-431-00-124-007-0-	220	PCT4 RD MAINT-	FICA	$642.06
3-1200-431-00-124-007-0-	230	PCT4 RD MAINT-	RETIREMENT	$0.00
3-1200-431-00-124-007-0-	250	PCT4 RD MAINT-	UNEMPLOYMENT COMP	$41.97
3-1200-431-00-124-007-0-	260	PCT4 RD MAINT-	WORKER'S COMP	$142.68
			2013 Budgetary Impact	$9,219.71

2014 Budgetary Impact: $10,100.98

Possible Funding Sources: WITHIN DEPARTMENT (INTRADEPT TRANSFER FROM OBJECT CODE 890)

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: Heavy Equipment Operator II **FLSA Status: Non-Exempt**

Dept No: 121-124 **Civil Service Status: Exempt**

SUMMARY:
Drives and operates motor grader and various heavy equipments. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

ESSENTIAL DUTIES AND RESPONSIBILITES:
- Serves as operator of heavy gasoline and/or diesel equipment such as a motor grader, backhoes, and other medium-to large-class equipment.
- Employee will be expected to grade roads, spread caliche and may assist in opening new roads.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Performs maintenance and construction duties including installation of culverts.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED) preferred;
- Employee must have at least five (5) years experience working with motor grader/heavy equipment and possess basic knowledge of minor repairs and adjustments; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instruction, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, maintenance instructions, and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform the duties of a Heavy Equipment Operator I.
- 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 required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, 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 twenty-five (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 encounters while performing the essential functions of this job;

Must be able to perform heavy manual labor outdoors within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition 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;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 12, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT 4

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX ROAD MAINTENANCE

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	122	TEMP PART-TIME EMPLOYEES	$ 8,393.00
890	OTHER	220	FICA	$ 642.06
890	OTHER	250	UNEMPLOYMENT COMP	$ 41.97
890	OTHER	260	WORKER'S COMP	$ 142.68
			TOTAL	**$ 9,219.71**

REASON: TRANSFER TO FUND THE SALARY AND FRINGE BENEFIT EXPENDITURES OF ONE (1) NEW TEMPORARY PART TIME POSITION, SLOT NO. T079.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-39663 **District Attorney 11. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval to apply for the Border Prosecution Unit (BPU) Grant

BACKGROUND

1.) No cash match would be required.
2.) $115,000.00 per for two years (September 1, 2013 - August 31, 2015)
3.) Currently funds salaries for 2 Assistant District Attorneys
4.) Funding is provided through CJD

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply for the Border Prosecution Unit Grant

No cash match would be required.

Attachments

BPU001

BPU002

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 10:01 AM
Manuel Chapa	Manuel Chapa	07/12/2013 02:29 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Roy Cazares Started On: 07/11/2013 09:35 AM

Final Approval Date: 07/12/2013

Jaime Esparza
Border Prosecution Unit
Project Director
DAEsparza@epcounty.com

500 E. San Antonio, Suite 203
El Paso, Texas 79901
Tel: (915) 546-2059
Fax: (915) 533-5520

BORDER PROSECUTION UNIT

Memorandum

FROM: Tom Krampitz

RE: Annual Meeting Recap and Grant Funding

DATE: June 14, 2013

Annual Meeting

Trust that all who traveled to Austin for this week's meeting made it home safely. By all accounts it was a successful conference and I've relayed our thanks to the faculty and DPS staff. If you'd like to also thank speaker(s) email addresses were included in the email attachment forwarded to you by Gail Ferguson yesterday.

Here are some of my "take-aways" from the jurisdictional reports and sidebar conversations during the week:

- Cooperation and coordination with DPS continues to improve
- Several significant criminal enterprise cases are being worked and more Chapter 71 cases filed
- Training of local law enforcement agencies a high priority
- Trends emerging of more "second tier" gang involvement in criminal enterprise cases
- Southbound interdictions involving guns increasing
- Home invasions, auto theft rings are a target
- Electronic surveillance including wire applications on the rise

Upcoming CJD Grant Developments

Grants for continuation and supplemental funding from the Criminal Justice Division will proceed as follows:

1. "Baseline grants"

CJD will shortly open the application period for renewal of what we term our "baseline" grants, for the state fiscal year starting September 1, 2013. Significant features include:

- Per CJD preference, the grants will be awarded for the full two year period (September 1, 2013 – August 31, 2015.)
- Each jurisdiction will receive a 10% increase over current annualized amounts, in the amount of **$115,000 per year or $230,000 for the two year period.**
- Please refer to the handout from our meeting which provides guidance on completing the application, paying special attention to revising project narratives, activities and performance measures to reflect any changes/developments in the past two years.
- Renee Railey has offered her assistance to any office that needs additional help in the grant application process.

2. "Supplemental Grants"

As a result of the increase in funding provided by the Legislature, there will likely be somewhere around $900,000 per year in additional project funding available over the next two years. CJD has indicated that simply dividing this additional amount equally for all jurisdictions will not be allowed, but rather, wants to see "needs and outcome" based proposals, with a premium placed on projects that will improve coordination, communication and technology and be of benefit across the entire project area. CJD has also indicated (and DPS would like to see) expansion of the "embedded" counsel initiative.

To allow for sufficient time in developing the proposals and ultimate recommendations to CJD, the start date of "supplemental grants" will be January 1, 2014.

To provide direction in the proposal process, a set of ten (10) criteria was distributed during the meeting. These will be used to "grade" the applications as they are reviewed prior to recommendations being made to CJD. The BPU executive committee (consisting of two elected from each region) will provide the final review and recommendations to CJD.

During our meeting we discussed the "next steps" in developing the recommendations. It was agreed that the first step in the process will be caucuses held in each region to determine local public safety threats and needs and to come up with proposals that address those concerns. I'll be working with the executive committee members and Regional Counsels in each region to get these meetings set up and to provide guidance on how to proceed.

While the schedule is still being developed, I'm thinking something along the following lines:

- July-August — Regional caucuses and proposal development
- September — Presentation of regional proposals in Galveston at TDCAA annual
- October — Finalize recommendations to CJD

While the supplemental grant process is something new for us and presents some challenges in terms of making sure we are responsive to all the needs, I'm confident we can develop a process that is open, transparent and fair. Stay tuned for more details.

As a final note…are any of you planning to attend TDCAA's "Forensic Evidence" seminar in Kerrville next week? Reason I'm asking is that I'm particularly interested in getting a review of a presentation on "Cell Phone Forensic Evidence" on the last morning of the conference…it's something we may want to schedule at one of our next trainings if it's as helpful as I've heard. So if you go, please favor me with a review!

Final final note: Our bylaws require a meeting of the Board of Directors of the BPU at the TDCAA annual meeting. Dates for this year's meeting are Sept. 18 – 20. We have traditionally met on the Thursday morning of these meetings…so please place a "save the date" on your calendar. Other than presentations of the regional "supplemental grant" proposals detailed above, I'm not expecting we'll have any specific training track for BPU – unless someone has a suggestion otherwise.

Be safe, have a great summer, thanks for allowing me the privilege of working with such a great bunch, and see you soon!

BPU Grant Renewal

Soon Everyone will receive a message that CJD has opened renewal grant applications for the new BPU appropriation. **There are things you can do right now to begin preparation for filing your new grant.**

1. Review your former BPU grant and rewrite your new grant to reflect:
    a. Updated project summary, project goals, activities, current data, and targets.
    b. Be clear and concise in your summary, project goals, and activities and present the information so that anyone outside of law enforcement can understand.
    c. Have someone read your grant and edit for spelling and grammar.
    d. Make sure to provide your elected DA with a final copy of your grant for review before filing it with CJD.
2. Compile and update your current data and outcome measures. The new grant will require you to fill in current data. Remember you have been keeping track of performance measures/project outcomes and reporting them on your 6-month and final reports sent to CJD/PPRI. Transfer those outcomes to the new grant application under current data.
3. Notify your County's Authorized Official (County Judge) and your Financial Officer (Auditor/Treasurer) that there is a new appropriation earmarked for your jurisdiction and let them know of your intention to file a new grant application to continue the BPU.
4. Work with your elected DA to create your new budget.
5. If you have questions about your regional project goals and activities contact your Regional Counsel for guidance. If you would like help with your grant and would like to talk with someone within the BPU before contacting CJD you should call Renee Railey (915) 546-2059. Ext. 3404. Our grant representative at CJD is Helen Martinez.

AI-39521 **Sheriff's Office 12. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following AT&T invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Account Number:	Billing Date:	Amount:
956-383-0373-003-3	5-19-2013	$-182.68
956-383-0373-003-3	6-19-2013	$40.39
512-151-5019-861-4	6-01-2013	$6,678.70
956-381-7900-050-3	6-09-2013	$1,499.97

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:

Attachments

AT&T BILL 5-19-2013

AT&T BILL 6-19-2013

AT&T BILL 6-01-2013

AT&T BILL 6-09-2013

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Virginia Rodriguez Started On: 07/02/2013 03:37 PM

Final Approval Date: 07/12/2013

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 383-0373 003 3
Billing Date May 19, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	2,783.52
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	2,783.52
Current Charges	182.68CR
Total Amount Due	**$2,600.84**
Current Charges Due in Full by	Jun 13, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	182.68CR
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		182.68CR

P.O. #:_____
Invoice Received By:
on:_____
Good/Services Received By:
on:_____
1100-423-21-280-002-0

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 19 thru Jun 18

Charges for 956 383-0373	
1. Monthly Charges	1.30
2. Basic Local Service - Business	22.36
Total Charges for 956 383-0373	23.66
Charges for 956 318-3227	
3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 318-3227	22.41
Charges for 956 380-0647	
5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 380-0647	22.15
Charges for 956 380-3080	
7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 380-3080	22.15
Charges for 956 383-0374	
9. Monthly Charges	8.79
10. Basic Local Service - Business	22.36
Total Charges for 956 383-0374	31.15
Charges for 956 383-7471	
11. Monthly Charges	1.30
12. Basic Local Service - Business	22.36
Total Charges for 956 383-7471	23.66
Charges for 956 383-7485	
13. Monthly Charges	8.79
14. Basic Local Service - Business	22.36
Total Charges for 956 383-7485	31.15
Total Monthly Service	**176.33**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. C782866				
CKT No. 38.DHDA.809951				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 18, 2013)				
15.	Mileage-Digital Local Ch @1.5M	2	693.00CR	392.70CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

att.com

DUE BY: Jun 13, 2013 **$2,600.84**

Amount After **Jun 17, 2013** **$2,600.84**

at&t

Past Due Charges - $2,783.52 - Please Pay Immediately
Billing Date May 19, 2013
Date Mailed May 28, 2013

Account Number **956 383-0373 003 3**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 95638303730033 5000000000000 1520100000027835200000260084

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 383-0373 003 3
Billing Date May 19, 2013

Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
1.	Clear Channel Capability	2	60.00CR	34.00CR
Total CKT No. 38.DHDA.800951				426.70CR
Total Order No. C782866				426.70CR
Total Additions and Changes to Service				426.70CR

Directory Assistance

411
2. 3 Call(s) billed at $1.99 each 5.97

Local Toll

Charges for 956 380-9647
Directory Assistance Calls

Dialed	411:	3	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

3.	Federal Subscriber Line Charge	38.43
4.	911 Fee	3.92
5.	Federal Universal Service Fee	6.65
6.	Municipal right-of-way Fee	12.72
Total Surcharges and Other Fees		61.72

Taxes

7.	Federal	.00
8.	State and Local	.00
Total Taxes		.00

Total Plans and Services 182.68CR

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2593.00 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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9927.12.486.104740 1 AT 0.384 hn

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540-1228

COUNTY OF HIDALGO
DETENTION CTR
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 383-0373 003 3
Billing Date Jun 19, 2013

Web Site att.com

at&t

-033
VRodriguez 6-28-13
JRodriguez 6-19 to 7-18
-531

Bill-At-A-Glance

Previous Bill	2,600.84
Payment Received 6-22 Thank you!	2,783.52CR
Adjustments	.00
Balance	182.68CR
Current Charges	223.07
Total Amount Due	**$40.39**
Amount Due in Full By	Jul 12, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	223.07
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		223.07

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- YOUR CUSTOMER RIGHTS
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT
- CHANGES IN TERMS

See "News You Can Use" for additional information

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3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 318-3227	22.41
Charges for 956 380-0647	
5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 380-0647	22.15
Charges for 956 380-3080	
7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 380-3080	22.15
Charges for 956 383-0374	
9. Monthly Charges	8.79
10. Basic Local Service - Business	22.36
Total Charges for 956 383-0374	31.15
Charges for 956 383-7471	
11. Monthly Charges	1.30
12. Basic Local Service - Business	22.36
Total Charges for 956 383-7471	23.66
Charges for 956 383-7485	
13. Monthly Charges	8.79
14. Basic Local Service - Business	22.36
Total Charges for 956 383-7485	31.15
Total Monthly Service	**176.33**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jun 17, 2013				
Order No. A004916				
Charges for 956 383-0373				
15.	Interest on State Cost Recovery Fee Refund	1		.12CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Jul 12, 2013 **$40.39**

Amount After **Jul 15, 2013** **$40.39**

at&t

Billing Date Jun 19, 2013
Date Mailed Jun 26, 2013

Account Number **956 383-0373 003 3**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956383037300033 3000000000000 1520100000001826800000004039

Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Order No. A007868				
Charges for 956 383-0373				
1.	State Cost-Recovery Fee Refund	1		20.83CR
Total Additions and Changes to Service				**20.95CR**

Directory Assistance

411

2.	3 Call(s) billed at $1.99 each		5.97

Local Toll

Charges for 956 380-0647
Directory Assistance Calls

Dialed	411:	3	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

3.	Federal Subscriber Line Charge	38.43
4.	911 Fee	3.92
5.	Federal Universal Service Fee	6.65
6.	Municipal right-of-way Fee	12.72
Total Surcharges and Other Fees		**61.72**

Taxes

7.	Federal	.00
8.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **223.07**

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $36.47 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

BUSINESS RATE CHANGE
Effective August 1, 2013, the monthly rate for your business access lines and trunks will increase from $66.00 to $68.50. AT&T has several service options which may offset or lessen this change and better meet your communications needs. You have the right to cancel your subscription to this service without penalty. For questions, please call the number on your bill.

CHANGES IN TERMS
Any proposed changes in rates or terms of basic network services are published in the Texas Register (www.sos.state.tx.us) through the office of the Secretary of State. Direct notice from AT&T Texas may be obtained by leaving your name, number and address in the voice mailbox at 1.800.577.7145.

YOUR CUSTOMER RIGHTS
If you have a service problem or a question about your AT&T bill or telephone service, you may find helpful information in a special section of the AT&T White Pages Directory entitled "Your Rights as a Customer and Other Important Information from AT&T".

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1513.6.209.44634 2 AT 0.384 hh
COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540-1228

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 512 151-5019 861 4
Billing Date Jun 1, 2013

Web Site att.com

at&t

Bill-At-A-Glance

Previous Bill	12,618.01
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	12,618.01
Current Charges	6,378.70
Total Amount Due	**$18,996.71**
Current Charges Due in Full by	Jun 26, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	6,378.70
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		6,378.70

Received 6-10-13
Received 6-1 to 6-30
-531

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jun 1 thru Jun 30

Charges for 512 151-5019

1. Monthly Charges	6,346.90

Surcharges and Other Fees

2. Municipal right-of-way Fee	31.80

Taxes

3. Federal	.00
4. State and Local	.00
Total Taxes	.00
Total Plans and Services	6,378.70

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $18996.71 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Jun 26, 2013 $18,996.71

Amount After **Jun 28, 2013** **$18,996.71**

at&t

Past Due Charges - $12,618.01 - Please Pay Immediately
Billing Date Jun 1, 2013
Date Mailed Jun 10, 2013

Account Number **512 151-5019 861 4**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 105414
ATLANTA GA 30348-5414

9765 51215150198614 9000000000000 15201000001261801000018996?1

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

News You Can Use

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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4545.11.453.101928 1 AT 0.384 hn
COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540-1228

RECEIVED
2013 SEP 12 PM 2:27

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date Jun 9, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	3,052.61
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	3,052.61
Current Charges	1,499.97
Total Amount Due	**$4,552.58**
Current Charges Due in Full by	Jul 3, 2013

Billing Summary

Billing Questions? Visit att.com/billing

	Page	
Plans and Services	1	1,499.97
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		1,499.97

P.O. #: 6903333
Invoice Received By:
Vkaam-e2 on: 6-19-13
Good/Services Received By:
Vkaam-e2 on: 6-19 to 7-8
A 31100-423-21-280-002-0 5331

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- NOTICE OF SETTLEMENT
- LONG DIST. PROVIDERS
- BUSINESS RATE CHANGE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jun 9 thru Jul 8
Charges for 956 381-7900

1.	Monthly Charges	1,270.77

Directory Assistance

411

2.	7 Call(s) billed at $1.99 each	13.93

Local Toll

Item No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 381-7900							
Itemized Calls							
3.	6-04	6369	NATL411SVC	956 411-0000			1.99

Charges for 956 381-7900
Directory Assistance Calls

Dialed	411:	7	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

4.	Federal Subscriber Line Charge	54.90
5.	911 Fee	25.76
6.	State Cost-Recovery Fee	9.92
7.	Federal Universal Service Fee	24.68
8.	Federal End User Port Charge	98.02
Total Surcharges and Other Fees		213.28

Taxes

9.	Federal	.00
10.	State and Local	.00
Total Taxes		.00

Total Plans and Services 1,499.97
Amount Subject to Sales Tax: 9.92

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

att.com

DUE BY: Jul 3, 2013 **$4,552.58** Amount After Jul 5, 2013 $4,552.58

at&t

Past Due Charges - $3,052.61 - Please Pay Immediately
Billing Date Jun 9, 2013
Date Mailed Jun 17, 2013

Account Number **956 381-7900 050 3**
Please include your account number on your check

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956381790005O3 0000000000000 1520100000030526100000455258

AI-39532 **Sheriff's Office 12. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following Gregorio Pina, III, Ph.D. invoices for psychological Evaluation for new hires as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Date:	Amount:
June 14, 2013	$2,035.00
June 18, 2013	$185.00

BACKGROUND

Hidalgo County Sheriff's Office requested services from Gregorio Pina, III,Ph.D. for Psychological Evaluation for new hires without Purchase Order, due to prior invoices were being paid directly as "physician services".

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Virginia Rodriguez Started On: 07/02/2013 04:31 PM

Final Approval Date: 07/12/2013

GREGORIO PINA, III, Ph.D.
CLINICAL & FORENSIC PSYCHOLOGY
SPECIALIZING IN THE FIELDS OF TRAUMA
POLICE AND CRIMINAL PSYCHOLOGY
1200 SOUTH 2ND, SUITE B-9
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004
CELL (956) 330-4500
FAX: (956) 687-7014
LAREDO: (956) 727-8030

INVOICE

June 14, 2013

Hidalgo County Sheriff's Department
711 El Cibolo Road
P.O. Box 1228
Edinburg, Texas 78540

Service Provide; Psychological Evaluation for Jail Detention Center Officer and Patrol.

Service Period: June 14, 2013
Applicant:
De La Rosa, George A.
Flores, Mario A.
Garcia, Luis A.
Guerra, Crystal M.
Maldonado, Simon
Montemayor, Martin
Moreno, Victor A. Jr.
Rodarte, Carlos Jr.
Salinas, Erico G.
Uresti Martin Jr.
Vela, Gabriel Jr.

jail

TOTAL EVALUATIONS: **11**
CHARGE PER EVALUATION: **$185.00**
TOTAL DUE: **$2035.00**

I Gregorio Pina, III, Ph.D. Certify that the information is true and correct
Please feel free to inquire about times, procedures and charges with Dr. Pina or Lucy.
Thank you for your confidence.

Lucy Pina
Office Manager

P.O. #: NC
Invoice Received By:
on: 6-25-13
Good/Services Received By:
on:
11100-423-21-280-002-0-331

GREGORIO PINA, III, Ph.D.
CLINICAL & FORENSIC PSYCHOLOGY
SPECIALIZING IN THE FIELDS OF TRAUMA
POLICE AND CRIMINAL PSYCHOLOGY
1200 SOUTH 2ND, SUITE B-9
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004 CELL (956) 330-4500 FAX: (956) 687-7014 LAREDO: (956) 727-8030

INVOICE

June 18, 2013

Hidalgo County Sheriff's Department
711 El Cibolo Road
P.O. Box 1228
Edinburg, Texas 78540

Service Provide; Psychological Evaluation for Jail Detention Center Officer and Patrol.

Service Period: June 18, 2013
Applicant: Reyna, David J

TOTAL EVALUATIONS: 1
CHARGE PER EVALUATION: $185.00
TOTAL DUE: $185.00

I Gregorio Pina, III, Ph.D. Certify that the information is true and correct
Please feel free to inquire about times, procedures and charges with Dr. Pina or Lucy.
Thank you for your confidence.

Lucy Pina

Lucy Pina
Office Manager

P.O. #:_____
Invoice Received By:
on:
Good/Services Received By:
on:
1100-423-21-280-002-0

AI-39497 **Health & Human Services Dept. 13. B.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to process the following ATT invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Billing Date	Amount
ATT	956-387-0118-710-9	06/15/13	$139.09
ATT	956-383-0111-942-9	06/19/13	$203.97
ATT	956-787-1531-073-5	06/09/13	$1,491.44
ATT	956-585-2461-751-2	06/17/13	$174.65
ATT	956-843-7463-001-7	06/29/13	$615.85
ATT	956-262-1141-273-7	06/23/13	$937.24
		Total	**$3,562.24**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-003-0-531

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

BUDGETARY IMPACT:

Funding available as of 7-11-13

Attachments

Invoice

Invoice 2

Invoice 3

Invoice 4

Invoice 5

Invoice 6

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 10:47 AM
Manuel Chapa	Manuel Chapa	07/11/2013 04:33 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mike Escaname Started On: 07/01/2013 03:27 PM

Final Approval Date: 07/12/2013

HIDALGO COUNTY
PULMONARY CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 387-0118 710 9
Billing Date Jun 15, 2013
Web Site att.com

at&t

Monthly Statement

RECEIVED
JUN 24 2013
Hidalgo County Health & Human Services

Bill-At-A-Glance

Previous Bill	305.64
Payment Received 6-10 Thank you!	305.64CR
Adjustments	.00
Balance	.00
Current Charges	139.09
Total Amount Due	**$139.09**
Amount Due in Full By	Jul 10, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	139.09
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		139.09

Plans and Services

Monthly Service - Jun 15 thru Jul 14

Charges for 956 387-0118

1. Monthly Charges	67.30

Charges for 956 387-0120

2. Monthly Charges	67.30
Total Monthly Service	**134.60**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jun 17, 2013				
Order No. A004926				
Charges for 956 387-0118				
3.	Interest on State Cost Recovery Fee Refund	1		.08CR
Order No. A007872				
Charges for 956 387-0118				
4.	State Cost-Recovery Fee Refund	1		13.67CR
Total Additions and Changes to Service				**13.75CR**

Surcharges and Other Fees

5. Federal Subscriber Line Charge	10.98
6. 911 Fee	1.12
7. Federal Universal Service Fee	1.90
8. Municipal right-of-way Fee	4.24
Total Surcharges and Other Fees	**18.24**

Taxes

9. Federal	.00
10. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 139.09

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY Jul 10, 2013 $139.09 Amount After Jul 13, 2013 $139.09

HDLGO CTY HLTH DEPT
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 383-0111 942 9
Billing Date Jun 19, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	211.02
Payment Received 6-10	102.25CR
Adjustments	.00
Past Due - Please Pay Immediately	108.77
Current Charges	95.20
Total Amount Due	**$203.97**
Current Charges Due in Full by	Jul 12, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	95.20

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

RECEIVED
Hidalgo County Health & Human Services Department
JUN 28 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Total Current Charges 95.20

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- YOUR CUSTOMER RIGHTS
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT
- CHANGES IN TERMS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jun 19 thru Jul 18

Charges for 956 383-0111

1. Monthly Charges	1.30
2. Basic Local Service - Business	22.36
Total Charges for 956 383-0111	23.66

Charges for 956 383-0112

3. Monthly Charges	1.30
4. Basic Local Service - Business	22.36
Total Charges for 956 383-0112	23.66

Charges for 956 383-7351

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 383-7351	22.15
Total Monthly Service	**69.47**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jun 17, 2013				
Order No. A004915				
Charges for 956 383-0111				
7.	Interest on State Cost Recovery Fee Refund	1		.01CR
Order No. A007859				
Charges for 956 383-0111				
8.	State Cost-Recovery Fee Refund	1		1.62CR
Total Additions and Changes to Service				**1.63CR**

Surcharges and Other Fees

9. Federal Subscriber Line Charge	16.47
10. 911 Fee	1.68
11. Federal Universal Service Fee	2.85
12. Municipal right-of-way Fee	6.36
Total Surcharges and Other Fees	**27.36**

Taxes

13. Federal	.00
14. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 95.20

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

COUNTY OF HIDALGO
HEALTH DEPT
PHARR CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 787-1531 073 5
Billing Date Jun 9, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	2,734.90
Payment Received 6-10	428.81CR
Adjustments	.00
Past Due - Please Pay Immediately	2,306.09
Current Charges	1,491.44
Total Amount Due	**$3,797.53**
Current Charges Due in Full by	Jul 3, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	1,491.44

1 800 559-7928

Payment Arrangements:
1 800 924-1743

Service Changes:
1 800 321-2000

Repair Services:
1 800 286-8313

Total Current Charges **1,491.44**

RECEIVED
Hidalgo County Health & Human Services Department
JUN 20 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Plans and Services

Monthly Service - Jun 9 thru Jul 8

Charges for 956 787-1531

1. Monthly Charges	1,316.76
2. Basic Local Service - Business	22.36
Total Charges for 956 787-1531	1,339.12

Charges for 956 702-4389

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 702-4389	22.15

Charges for 956 781-1176

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 781-1176	22.15

Charges for 956 783-6310

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 783-6310	22.15

Charges for 956 787-8031

9. Monthly Charges	4.11
10. Basic Local Service - Business	22.36
Total Charges for 956 787-8031	26.47
Total Monthly Service	**1,432.04**

Surcharges and Other Fees

11. Federal Subscriber Line Charge	27.45
12. 911 Fee	2.80
13. State Cost-Recovery Fee	9.45
14. Federal Universal Service Fee	4.75
15. Municipal right-of-way Fee	14.95
Total Surcharges and Other Fees	**59.40**

Taxes

16. Federal	.00
17. State and Local	.00
Total Taxes	**.00**

Total Plans and Services **1,491.44**
Amount Subject to Sales Tax: 9.45

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

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HIDALGO CNTY HLTH DEPT
MISSION CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 585-2461 751 2
Billing Date Jun 17, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	355.82
Payment - Thank You!	355.82CR
Adjustments	.00
Balance	.00
Current Charges	174.65
Total Amount Due	**$174.65**
Amount Due in Full By	Jul 11, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services 1 174.65

1 800 770-2260

Payment Arrangements:
1 800 924-1743

Service Changes:
1 800 321-2000

Repair Services:
1 800 286-8313

Total Current Charges 174.65

RECEIVED
Hidalgo County Health
& Human Services Department
JUN 26 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	6-10	Payment		177.85
2.	6-17	Payment		177.97
Totals				355.82

Plans and Services

Monthly Service - Jun 17 thru Jul 16

Charges for 956 585-2461

3. Monthly Charges	4.37
4. Basic Local Service - Business	20.85
Total Charges for 956 585-2461	25.22

Charges for 956 519-2871

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 519-2871	22.15

Charges for 956 584-7144

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 584-7144	22.15

Charges for 956 585-2742

9. Monthly Charges	1.30
10. Basic Local Service - Business	20.85
Total Charges for 956 585-2742	22.15

Charges for 956 585-6731

11. Monthly Charges	1.30
12. Basic Local Service - Business	20.85
Total Charges for 956 585-6731	22.15

Charges for 956 585-7380

13. Monthly Charges	1.30
14. Basic Local Service - Business	20.85
Total Charges for 956 585-7380	22.15
Total Monthly Service	**135.97**

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

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COUNTY OF HIDALGO
HIDALGO CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 843-7463 001 7
Billing Date Jun 29, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	489.42
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	489.42
Current Charges	126.43
Total Amount Due	**$615.85**
Current Charges Due in Full by	Jul 25, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	126.43

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 126.43

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Hidalgo County Health
& Human Services Department
JUL 08 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Plans and Services

Monthly Service - Jun 29 thru Jul 28

Charges for 956 843-7463

1. Monthly Charges	4.11
2. Basic Local Service - Business	20.85
Total Charges for 956 843-7463	24.96

Charges for 956 843-2659

3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 843-2659	22.41

Charges for 956 843-6672

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 843-6672	22.15

Charges for 956 843-9864

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 843-9864	22.15
Total Monthly Service	**91.67**

Surcharges and Other Fees

9. Federal Subscriber Line Charge	21.96
10. 911 Fee	1.12
11. Federal Universal Service Fee	3.80
12. Municipal right-of-way Fee	7.88
Total Surcharges and Other Fees	**34.76**

Taxes

13. Federal	.00
14. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 126.43

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- CHANGES IN TERMS
- RATE INCREASES
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT
- YOUR CUSTOMER RIGHTS

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News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $613.61 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
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CHANGES IN TERMS
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YOUR CUSTOMER RIGHTS
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RATE INCREASES
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FEDERAL FEE INCREASE
The Federal Universal Service Fee (supports telecommunication needs of low-income households, consumers living in high-cost areas, schools, libraries and rural hospitals), and the Federal Subscriber Line Charge increased on 7/2/2013. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

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HILDALGO CNTY HLTH DPT
ELSA CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 262-1141 273 7
Billing Date Jun 23, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	794.43
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	794.43
Current Charges	142.81
Total Amount Due	**$937.24**
Current Charges Due in Full by	Jul 17, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	142.81

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 142.81

RECEIVED
Hidalgo County Health & Human Services
JUL 03 2013
1304 S. 25th Ave
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- CHANGES IN TERMS
- RATE INCREASES
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT
- YOUR CUSTOMER RIGHTS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jun 23 thru Jul 22

Charges for 956 262-1141

1. Monthly Charges	4.37
2. Basic Local Service - Business	20.85
Total Charges for 956 262-1141	25.22

Charges for 956 262-2361

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 262-2361	22.15

Charges for 956 262-3130

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 262-3130	22.15

Charges for 956 262-3491

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 262-3491	22.15

Charges for 956 262-7842

9. Monthly Charges	1.30
10. Basic Local Service - Business	20.85
Total Charges for 956 262-7842	22.15

Charges for 956 262-9138

11. Monthly Charges	1.30
12. Basic Local Service - Business	20.85
Total Charges for 956 262-9138	22.15
Total Monthly Service	**135.97**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jun 17, 2013				
Order No. A004833				
Charges for 956 262-1141				
13.	Interest on State Cost Recovery Fee Refund	1		.20CR
Order No. A007763				
Charges for 956 262-1141				
14.	State Cost-Recovery Fee Refund	1		34.96CR
Total Additions and Changes to Service				**35.16CR**

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DUE BY: Jul 17, 2013 **$937.24** **Amount After Jul 18, 2013** **$937.24**

Plans and Services

Surcharges and Other Fees

1.	Federal Subscriber Line Charge	32.94
2.	911 Fee	3.36
3.	Federal Universal Service Fee	5.70
Total Surcharges and Other Fees		**42.00**

Taxes

4.	Federal	.00
5.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **142.81**

News You Can Use

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Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $930.52 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

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INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
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Terms and Conditions

CARRIER QUESTIONS
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HILDALGO CNTY HLTH DPT
ELSA CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 262-1141 273 7
Billing Date May 23, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	4,660.31
Payment Received 5-13	3,123.21CR
Adjustments	.00
Past Due - Please Pay Immediately	1,537.10
Current Charges	742.67CR
Total Amount Due	**$794.43**
Current Charges Due in Full by	Jun 17, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	742.67CR
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		742.67CR

RECEIVED
Hidalgo County Health
& Human Services Department
JUN 03 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 23 thru Jun 22

Charges for 956 262-1141

1. Monthly Charges	4.37
2. Basic Local Service - Business	20.85
Total Charges for 956 262-1141	25.22

Charges for 956 262-2361

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 262-2361	22.15

Charges for 956 262-3130

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 262-3130	22.15

Charges for 956 262-3491

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 262-3491	22.15

Charges for 956 262-7842

9. Monthly Charges	1.30
10. Basic Local Service - Business	20.85
Total Charges for 956 262-7842	22.15

Charges for 956 262-9138

11. Monthly Charges	1.30
12. Basic Local Service - Business	20.85
Total Charges for 956 262-9138	22.15
Total Monthly Service	**135.97**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. C782887				
CKT No. 38.DHXS.432589..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 22, 2013)				
13.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	8	562.20CR	393.54CR
14.	Mileage-Digital Local Ch @1.5M	2	693.00CR	485.10CR

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Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
1.	Clear Channel Capability	2	60.00CR	42.00CR
Total CKT No. 38.DHXS.432589..SW				920.64CR
Total Order No. C782887				920.64CR
Total Additions and Changes to Service				**920.64CR**

Surcharges and Other Fees

2.	Federal Subscriber Line Charge	32.94
3.	911 Fee	3.36
4.	Federal Universal Service Fee	5.70
Total Surcharges and Other Fees		**42.00**

Taxes

5.	Federal	.00
6.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **742.67CR**

News You Can Use

PREVENT DISCONNECT

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LONG DIST. PROVIDERS

Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
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BUSINESS RATE CHANGE

Effective August 1, 2013, the monthly rate for your business access lines and trunks will increase from $66.00 to $68.50. AT&T has several service options which may offset or lessen this change and better meet your communications needs. You have the right to cancel your subscription to this service without penalty. For questions, please call the number on your bill.

Terms and Conditions

CARRIER QUESTIONS

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AI-39548 **Health & Human Services Dept. 13. C.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to pay claim to Valley Bottle Water in the amount of $15.75 for bottle water delivered on 7/1/13.

BACKGROUND

Requisition was entered on 6/27/13 for new PO since contract expired on 6/30/13. Water was delivered on 7/1/13 however the PO was not approved until 7/2/13.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-444-00-240-001-0-631

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

BUDGETARY IMPACT:

Account available balance as of 7-10-13 $129.90

Funding available under PO# 694753

Attachments

vbw

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:20 PM
Manuel Chapa	Manuel Chapa	07/11/2013 03:08 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Dairen Sarmiento Started On: 07/03/2013 11:18 AM

Final Approval Date: 07/12/2013

VALLEY BOTTLE WATER

109 NORTH FM 509

HARLINGEN, TX 78550

956-423-2107

DATE: 07/01/13 TIME: 09:05
ROUTE# 0252 SALESREP# 000327

CUST# 37596 HIDALGO CO HUMAN SERVICES
1304 S. 25TH
EDINBURG TX 78539

INVOICE# 492817

ITEM#	DESCRIPTION			
QTY	PRICE	ALLOW	DEPOS	AMOUNT
663715		EVERST DRK 5G		
5	3.15		6.00	45.75
5	TOTAL 5G			45.75
5	TOTAL SALES			45.75

PICKUPS

989910		JUG DEPOSITS	
5	.00	6.00	30.00
5	TOTAL DEPOSITS		30.00
5	TOTAL PICKUPS		30.00

THANK YOU

TOTAL SALES	15.75
TOTAL ORDER AMOUNT	15.75
BAL DUE	**15.75**

CHARGE

INVOICE

ORIGINAL

Darien

SIGNATURE/STORE STAMP

THANK YOU

FOR YOUR BUSINESS!

Invoice Received by: Darien Date 7.01.13
Goods/Services Received by: Darien Date 7.01.13
13-1100-444-00-240-001-0- 631
Payment Amount $ 15.75
PO# NO

Darien Samuels

AI-39552 **Health & Human Services Dept. 13. D.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue in the amount of $128,033.40. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.

2. Requesting approval to appropriate the MAC budget in the amount of $128,033.40.

BACKGROUND

MAC reimbursement is from quarter October - December 2012.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-059-0-XXX

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

BUDGETARY IMPACT:

Appropriation of $128,033.40

Revenue account 3-1293-331-12-340-059-0-000 MAC-Revenue

Attachments

Document

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 10:48 AM
Manuel Chapa	Manuel Chapa	07/12/2013 04:54 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mike Escaname Started On: 07/03/2013 01:28 PM

Final Approval Date: 07/12/2013

Payment Information

Tips:

- * Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
  Paying Agency Contact List

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	129218268	WT	529	128033.40

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA05164	PC1274C VOUCHERID:9410	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2012	-6,738.60	0.00
9SA05164	PC1274C VOUCHERID:9410	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2012	134,772.00	0.00

07-02-2013

DATE: July 16, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
3-1293-441-00-340-059-0-581	MAC - In-County Travel	$ 2,000.00
3-1293-441-00-340-059-0-583	MAC - Out-Of-County Travel	$ 2,000.00
Equipment		
3-1293-441-00-340-059-0-661	MAC - Minor Office Furniture & Equipment	$ 3,000.00
3-1293-441-00-340-059-0-664	MAC - Other Minor Equipment	$ 3,000.00
3-1293-441-00-340-059-0-665	MAC - Minor Computer Equipment	$ 3,000.00
3-1293-441-00-340-059-0-667	MAC - Minor Software	$ 5,000.00
3-1293-441-00-340-059-0-741	MAC - Vehicles	$ 50,000.00
3-1293-441-00-340-059-0-743	MAC - Office Furniture & Equipment	$ 6,000.00
3-1293-441-00-340-059-0-745	MAC - Computer Equipment	$ 6,000.00
3-1293-441-00-340-059-0-747	MAC - Software	$ 6,000.00
3-1293-441-00-340-059-0-748	MAC - Other Equipment	$ 6,000.00
Supplies		
3-1293-441-00-340-059-0-601	MAC - Office & Computer Supplies	$ 12,772.00
3-1293-441-00-340-059-0-603	MAC - Educational / Instructional Supplies	$ 7,000.00
3-1293-441-00-340-059-0-619	MAC - Other Miscellaneous Supplies	$ 3,000.00
Other		
3-1293-441-00-340-059-0-339	MAC - Other Professional Services	$ 13,261.40
	TOTAL APPROPRIATION	$ 128,033.40
3-1293-331-12-340-059-0-000	MAC - Revenue	$ 128,033.40
	TOTAL APPROPRIATION	$ 128,033.40

REASON: To appropriate Medicaid Administrative Claiming funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-39607 **Health & Human Services Dept. 13. E.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Pursuant to Texas Local Government Code section 157.903, requesting approval of indemnification of an uncollectibe fee in the amount of $10.00.
2. Requesting authorization and approval to replenish the Environmental Division Food Handler's Certificate fund account.
3. Requesting authorization and approval to direct Ms. Norma Garcia, Hidalgo County Treasurer, to generate a check in the amount of $10.00 payable to Hidalgo County Health & Human Services Dept. in order to adhere to the above action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-001-0-890

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

BUDGETARY IMPACT:

Available funds as of 07/11/13.

Attachments

Code

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:14 AM
Olga Garza	Olga Garza	07/11/2013 11:37 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mike Escaname Started On: 07/09/2013 12:59 PM

Final Approval Date: 07/12/2013

court. A certified copy of the order must be given to the commissioners court of the county.

(f) If a juvenile or probation officer, a county auditor, or an assistant to the auditor is jointly employed by two or more subdivisions of government, the rules that are applied to that person may be changed accordingly. To achieve uniform application of the rules, the person may be considered to be employed and paid by only one subdivision, but the expenses of administration and contributions may be prorated to the different employing subdivisions.

(g) This section does not affect any other law that applies to the time, method, and manner of appointment or discharge of a juvenile or probation officer, a court reporter, or the county auditor or an assistant to the auditor or that applies to the number or salaries of those persons.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Renumbered from Sec. 157.062 by Acts 1989, 71st Leg., ch. 1, Sec. 37(a), eff. Aug. 28, 1989.

Sec. 157.903. AUTHORITY TO INDEMNIFY ELECTED AND APPOINTED COUNTY OFFICERS. The commissioners court of a county by order may provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action.

Added by Acts 1989, 71st Leg., ch. 253, Sec. 1, eff. Aug. 28, 1989.

Sec. 157.9031. AUTHORITY TO REQUIRE REIMBURSEMENT FOR CERTAIN COVERAGE. A self-insuring county or the intergovernmental pool operating under Chapter 119, under policies concerning the provision of coverages adopted by the county's commissioners court or the pool's governing body, may require reimbursement for the provision of punitive damage coverage from a person to whom the county or intergovernmental pool provides coverage.

Added by Acts 2011, 82nd Leg., R.S., Ch. 439, Sec. 2, eff. June 17, 2011.

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

July 10, 2013

Summary of May 1 2013 Event

The following is a series of events that transpired during the day in which a discrepancy in the Food Establishment Permit and Food Handlers Certificate Close-out report occurred.

On May 1, 2013, a Food Establishment Permit and a Food Handlers Certificate was sold by Health Inspector II. When the Clerk closed out her report at the end of the day she did not total her receipts to verify that her Daily Remittance/Close-Out Report total, matched the receipts sold for the day. The clerk did total her cash and she stated the cash matched her Close-Out Report; however, the clerk did not enter the correct amount from one of the receipts. The receipt was for sixty dollars and the clerk entered fifty dollars.

After reviewing all the documentation and the procedures and the statements from the staff involved as to the events and actions that occurred, we are reviewing several options to minimize the chances of a similar event occurring again.

Respectfully,

Eduardo Olivarez,
HCHHSD Chief Administrative Officer

AI-39557 **Health & Human Services Dept. 13. F.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Lamar Companies contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-058-3-540

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

BUDGETARY IMPACT:

PO# 694551 available balance as of 7-12-13 $4,320.00

Attachments

document

legal

vendor contract approval

LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 10:50 AM
Manuel Chapa	Manuel Chapa	07/12/2013 10:55 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mike Escaname Started On: 07/03/2013 02:09 PM

Final Approval Date: 07/12/2013

THE LAMAR COMPANIES
CONTRACT

Brownsville/Rio Grande Valley
2001 Industrial Way
San Benito TX 78586
PHONE: (956)399-4900
FAX: (956)399-4993

Date: **7/2/2013**
New/Renewal: **NEW**

Contract No. **1980658**

Customer Name: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
Street Address:
Mailing Address: **1304 S 25th Ave**
City: **Edinburg** St: **TX** Zip **78542-7205**
Phone: **(956)318-2426** Fax: **(956)318-2431**
Total Camp. Invest.: **$4,320.00**

Advertiser: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
Cust A/C #: **531710-0** Nat'l/Local: **LD**
Term: **3 Months** Service Date: **7/15/2013**
Contact Person: **Delia Garza**
Campaign:
Email: **delia.garza@hchd.org**

Bulletins Seq # 1

Company #: 45
Investment Per Billing Period: $1,440.00
Market: RIO GRANDE VALLEY Market Code: 55
Local AE: TVW3464-Tracy White
Alt. AE: PO #:
Design:
Imprint:
Daily GRPs: 0 # Spaces: 2

Panel	Market	Location	Size	Illum	Service Dates	# Billing Periods	Invest Per Billing Period
48228	RIO GRANDE VALLEY	NS EXP 83 225' W/OALAMO RD(FM907)LHR ALM	10' 0" X 40' 0"	Yes	07/15/13-10/14/13	3	$720.00
48510	RIO GRANDE VALLEY	SS EXP 83 500' W/O PLSANT VIEW LHR WES	10' 0" X 40' 0"	Yes	07/15/13-10/14/13	3	$720.00

Investment Schedule

Year	Period	Total Investment
2013	7/15-8/14	$1,440.00
	8/15-9/14	$1,440.00
	9/15-10/14	$1,440.00

~ THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY ~

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the _____ of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: _____
ACCOUNT EXECUTIVE

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
CUSTOMER/ADVERTISER

DATE: _____

COMPANY: Brownsville/Rio Grande Valley

BY: _____
(signature above)

CUSTOMER/ADVERTISER SIGNED BY: Ramon Garcia, Hidalgo County Judge
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: _____

THE LAMAR COMPANIES

BY: _____
GENERAL MANAGER: Luis Betancourt

STANDARD CONDITIONS

I. **General Conditions**

1. On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
2. *To the extent permitted under the constitution and the laws of the State of Texas Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
4. If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. ~~Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or $250.00, whichever is greater, and all reasonable collection agency fees.~~ Deleted
6. This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

II. **Bulletin Conditions**

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the

contract for any reason, at any time.

3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a bulletin location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
5. All contracts are non-cancelable by Advertiser.
6. Production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Charges are computed on a square foot basis.
7. Approved artwork and posting instruction shall be furnished by the Advertiser sixty (60) days prior to scheduled display date.
8. Creative with mechanical, reflectors, inflatable, etc. will be quoted upon request.
9. Cutouts/extensions,where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. Cutouts are the property of Lamar, and the basic fabrication charge is for a maximum 12 months. Lamar will not be responsible for cutouts/extensions after 120 days of storage time.
10. Vinyl for bulletins should be supplied by the advertiser fifteen (15) working days prior to posting date.
11. Sections or vinyl will be held at customer's request upon management approval at the maximum rate of $100 per month.
12. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display. Vinyl should be shipped in time to arrive at least fifteen (15) days prior to the accepted start date.

Special Considerations:

Special Provisions:

this is perm vinyl

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

DATE: _____

SURETY Signature Above

Print Name: _____

Address: _____

THIS INFORMATION FOR OFFICE USE ONLY

Invoice Start Date: 7/15/2013		Invoice End Date: 10/14/2013	
Inv. Routing: Customer		Inv. Exception: Not Set	
Product Code: 74 - Public Service		Split Billing:	
Nat'l Contract No:	Political:	Co-op:	
Multi-Mkt Selling AE:	P.O.P		
Sales Manager:			

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, July 03, 2013 10:25 AM
To: 'Brenda Salazar'
Cc: 'Mike Escaname'; 'michael garza'
Subject: RE: Contract

Brenda/Mike,

There are a couple of problems with the agreement:

1) Paragraph 2 requires the County to indemnify Lamar which legally the County cannot do. If the vendor will accept a handwritten modification, I would suggest including the following language at the beginning of paragraph 2 "To the extent permitted under the Constitution and Laws of the State of Texas"
2) Paragraph 5 contains terms for late payment including additional fees, expenses and collection costs. There are statutory requirements for how payments are to be processed by a governmental entity, including the prompt payment of claims act which addresses the timeliness issue. The Auditor will not accept the terms stated in the agreement and we cannot recommend approval with this provision included. I would suggest asking the vendor to agree to strike this paragraph.

Let me of Michael know if you have any further questions. Michael is copied on this email.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Tuesday, July 02, 2013 4:43 PM
To: josephine.ramirez@da.co.hidalgo.tx.us

Cc: 'Mike Escaname'
Subject: FW: Contract

Good afternoon, Ms. Josie!

Hope you are feeling well today! I'm sorry I was unable to attend your shower, I was out of town that week and did not see the invite until the following week.

I am contacting you to ask if the attached contract can be reviewed for your/your staff's comment and/or approval to present to Commissioners Court on the 16th. A purchase order has been issued already (I just received the contract today and did not know ahead of time that this particular vendor would require one) and these stroke awareness billboards will comply with our grant work plan.

Please do not hesitate to contact me should you need more information.

Thank you!
Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377
-----Original Message-----
From: Tracy White [mailto:twhite@lamar.com]
Sent: Tuesday, July 02, 2013 9:50 AM
To: Brenda Salazar
Subject: Contract

Hi Brenda,

Here is the contract for those boards. Do you think you can get it signed before the 15th? Let me know. Thank.s

--
Tracy White
Account Executive
Lamar Outdoor Advertising
Cell Phone 956-373-0272
Office 956-399-4900
Fax 956-399-4993

Mike Escaname

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Thursday, July 11, 2013 4:43 PM
To: 'Mike Escaname'
Subject: FW: FW: Contract

Mike,

Lamar Advertising has approved handwritten changes; please see message below from Tracy White.

Thank you,

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Tracy White [mailto:twhite@lamar.com]
Sent: Tuesday, July 09, 2013 9:21 AM
To: Brenda Salazar
Subject: Re: FW: Contract

Brenda,

That is fine. Go ahead and make those changes in handwritten form. Thanks. Let me know if you have further questions.

On Tue, Jul 9, 2013 at 9:24 AM, Brenda Salazar <brenda.salazar@hchd.org> wrote:

Hi, Tracy

I forwarded the contract to legal counsel and below are the recommendations for your review and comment.

Thank you!

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, July 03, 2013 10:25 AM
To: 'Brenda Salazar'
Cc: 'Mike Escaname'; 'michael garza'
Subject: RE: Contract

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Josephine Ramirez Solis
Assistant Criminal District Attorney
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josephine.ramirez@da.co.hidalgo.tx.us

****
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****

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Cc: 'Mike Escaname'
Subject: FW: Contract

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Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377
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Sent: Tuesday, July 02, 2013 9:50 AM
To: Brenda Salazar
Subject: Contract

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--
Tracy White
Account Executive
Lamar Outdoor Advertising
Cell Phone 956-373-0272
Office 956-399-4900
Fax 956-399-4993

--
Tracy White
Account Executive
Lamar Outdoor Advertising
Cell Phone 956-373-0272
Office 956-399-4900
Fax 956-399-4993

Mike Escaname

From: Brenda Salazar <brenda.salazar@mail.hchd.org>
Sent: Friday, July 12, 2013 3:41 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: escaname, mike
Subject: Re: FW: Contract

Thank you, Michael!

Will do.

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th St.
Edinburg, Texas 78542
956-383-6221, Ext. 377

---- Original Message ----
From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
Sent: 7/12/2013 2:06:47 PM
To: "'Brenda Salazar'" <brenda.salazar@hchd.org>
Cc: "'josephine.ramirez'" <josephine.ramirez@da.co.hidalgo.tx.us>
Subject: RE: FW: Contract

Brenda,

Make the changes exactly as noted in Josie's previous email. In addition, the changes must be initialed when the document is executed by the signing parties.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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****

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Tuesday, July 09, 2013 12:04 PM
To: michael.garza@da.co.hidalgo.tx.us
Subject: FW: FW: Contract

Hi, Michael!

Please see response from Lamar Ad to recommended changes to contract. How should I proceed? Should I make the changes myself?

Thank you!

Brenda G. Salazar

Public Health Technician III

Hidalgo County Health & Human Services

1304 S. 25th Ave.

Edinburg, Texas 78542

956-383-6221, Ext. 377

-----Original Message-----
From: Tracy White [mailto:twhite@lamar.com]
Sent: Tuesday, July 09, 2013 9:21 AM
To: Brenda Salazar
Subject: Re: FW: Contract

Brenda,

That is fine. Go ahead and make those changes in handwritten form. Thanks. Let me know if you have further questions.

On Tue, Jul 9, 2013 at 9:24 AM, Brenda Salazar <brenda.salazar@hchd.org> wrote:

Hi, Tracy

I forwarded the contract to legal counsel and below are the recommendations for your review and comment.

Thank you!

Brenda G. Salazar

Public Health Technician III

Hidalgo County Health & Human Services

1304 S. 25th Ave.

Edinburg, Texas 78542

956-383-6221, Ext. 377

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, July 03, 2013 10:25 AM
To: 'Brenda Salazar'
Cc: 'Mike Escaname'; 'michael garza'
Subject: RE: Contract

Brenda/Mike,

There are a couple of problems with the agreement:

1) Paragraph 2 requires the County to indemnify Lamar which legally the County cannot do. If the vendor will accept a handwritten modification, I would suggest including the following language at the beginning of paragraph 2 "To the extent permitted under the Constitution and Laws of the State of Texas"

2) Paragraph 5 contains terms for late payment including additional fees, expenses and collection costs. There are statutory requirements for how payments are to be processed by a governmental entity, including the prompt payment of claims act which addresses the timeliness issue. The Auditor will not accept the terms stated in the agreement and we cannot recommend approval with this provision included. I would suggest asking the vendor to agree to strike this paragraph.

Let me of Michael know if you have any further questions. Michael is copied on this email.

Thanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney

County Affairs Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Tuesday, July 02, 2013 4:43 PM
To:josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Mike Escaname'
Subject: FW: Contract

Good afternoon, Ms. Josie!

Hope you are feeling well today! I'm sorry I was unable to attend your shower, I was out of town that week and did not see the invite until the following week.

I am contacting you to ask if the attached contract can be reviewed for your/your staff's comment and/or approval to present to Commissioners Court on the 16th. A purchase order has been issued already (I just received the contract today and did not know ahead of time that this particular vendor would require one) and these stroke awareness billboards will comply with our grant work plan.

Please do not hesitate to contact me should you need more information.

Thank you!

Brenda G. Salazar

Public Health Technician III

Hidalgo County Health & Human Services

1304 S. 25th Ave.

Edinburg, Texas 78542

956-383-6221, Ext. 377

-----Original Message-----
From: Tracy White [mailto:twhite@lamar.com]
Sent: Tuesday, July 02, 2013 9:50 AM
To: Brenda Salazar
Subject: Contract

Hi Brenda,

Here is the contract for those boards. Do you think you can get it signed before the 15th? Let me know. Thank.s

--
Tracy White

Account Executive

Lamar Outdoor Advertising

Cell Phone 956-373-0272

Office 956-399-4900

Fax 956-399-4993

--
Tracy White

Account Executive

Lamar Outdoor Advertising

Cell Phone 956-373-0272

Office 956-399-4900

Fax 956-399-4993

AI-39512 **Facilities Management 15. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Irene Cantu, FACILITIES MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

Approval of request for payment to City of Edinburg in the amount of $42.00 (P.O. #694618) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Inspection by City Fire Marshal, in order to obtain permit from City of Edinburg to build storage on west side of Hidalgo County Courthouse House.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through P.O. #694618.

Attachments

FEE FOR PERMIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:09 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Irene Cantu Started On: 07/02/2013 10:36 AM

Final Approval Date: 07/12/2013

City of Edinburg
415 West University Drive
Edinburg, TX 78539

Phone: (956) 388-8203
Fax: (956) 292-2080

6513

Due Invoice

DATE	INVOICE #
6/12/2013	13-03987
PAID DATE	

ACCOUNT:

Hidalgo County Court House
100 N Closner BLVD
Edinburg TX 78539

Phone: 956 289 7025

PERMIT NUMBER	1303594

100 N Closner
ALL LOTS OF BLK 231 232 EDINBURG ORIGINAL TOWNSITE
Edinburg, TX 78539

Date	Status	Payment	Amount
6/12/2013	Original Due		42.00

96355

Total Due 42.00

L Rec # 423
Rec # 238449

Sifa, David
Due to annual inspection
By city fire Marshal
W/O # 13-1122

Note! For Permit to Build on the west side wall of the Courthouse

811

RECEIVED
JUL 02 2013
Facilities Management

PO-694618

Monica / Agenda) Request check

Requesting fee for Permit to the City of Edin to build @ Hidalgo C.C. West side wall for additional Storage.
100 N Closner Edinburg Tx / Hidalgo County Courthouse

Permission for check

Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

AI-39665 **HIDTA - Task Force 16. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Approval to amend (increase) the 2013 HIDTA Task Force-U.S. Department of Treasury Asset Forfeiture Fund Budget (fund 1252) in the amount of $50,000.00.

2. Approval to appropriate funds in the amount of $50,000.000 in the 2013 HIDTA Task Force-U.S. Department of Treasury Assets Forfeiture Fund Budget (fund 1252)

BACKGROUND

The 2013 HIDTA Task Force-U.S. Treasury Fund Budget was approved by Commissioners' Court 12/28/12 No county funds were used.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,000.00

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 01:51 PM
Manuel Chapa	Manuel Chapa	07/12/2013 04:29 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Nelda Olivarez Started On: 07/11/2013 11:21 AM

Final Approval Date: 07/12/2013

DATE: July 11, 2013

DEPARTMENT HEAD: Dora L. Munoz/ for Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX **(US Dept of Treasury Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
3-1252-412-00-270-012-0-	601	Office Supplies	10,000.00
3-1252-412-00-270-012-0-	619	Other Misc Supplies	2,000.00
3-1252-412-00-270-012-0-	664	Other Minor Equipment	2,000.00
3-1252-412-00-270-012-0-	831	Court Costs and Investigation	3,000.00
3-1252-412-00-270-012-0-	890	Other	33,000.00
		TOTAL APPROPRIATIONS	**$ 50,000.00**
3-1252-412-00-270-012-0-	xxx	**HIDTA TASK FORCE TREASURY FUNDS**	**$ 50,000.00**
		TOTAL ESTIMATED REVENUES	**$ 50,000.00**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

Dora L. Munoz 7,11,2013

APPROVED BY DATE

COMMISSIONER'S COURT

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-39534 **Urban County 17. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineer services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program FY 24 & 25 (2011 & 2012) Edcouch – Water/Sewer Improvements.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	94.66%	
Quintanilla, Headley and Associates, Inc.	92.33%	
R. Gutierrez Engineering Corporation	91.33%	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm for an Urban County Program – City of Edcouch – Water/Sewer improvements project.

BACKGROUND

The three firms rated from the County's approved "pool" are Fulcrum Consulting Services and Quintanilla, Headley and Associates, Inc., R. Gutierrez Engineering for the Water/Sewer Improvements project. Attached see grading grid for your review.

Funds Available: $207,826.92 YR 24 (2011) Water/Sewer improvements
$275,900.00 YR 25 (2012) Water/Sewer improvements
Total: $483,726.92

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:11 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/02/2013 04:48 PM

Final Approval Date: 07/12/2013

City of Edcouch
Engineering Services
Water/Sewer Improvements
Years 24 & 25 (2011 & 2012)
Grading-Ranking Grid

Criteria	Fulcrum Consulting Services			Quintanilla, Headley and Associates, Inc.			R. Gutierrez Engineering Corporation		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	20	20	20	20	20	20
Experience of Project Team/ Ability to Commit Resources	25	25	19	22	19	23	19	19	23
Methodology/ Experience/ Availability of Project Manager	20	20	14	13	20	18	14	20	16
Understanding of Project/Similar Projects	25	23	25	25	22	25	25	23	25
Familiarity with Applicable Rules & Regulations	8	10	10	10	10	10	10	10	10
TOTALS	98	98	88	90	91	96	88	92	94
AVERAGES	284÷3= 94.66%			277÷3= 92.33%			274÷3= 91.33%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firms lacks experience and knowledge of working on UCP projects.		TOTAL 8
	Total Score	98

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Danny Guzman Department: City of Edcouch

Project Name: City of Edcouch - Water/Sewer Improvement Date:

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Need to improve on their organizational Responses		TOTAL 23
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		98

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Antonio Barco Department: Urban County Program

Project Name: City of Edcouch - Water/Sewer Improvement Date: 7-2-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: No appendix included		TOTAL 19
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Not clear with involvement; appendix not included		TOTAL 14
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		88

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: _____ Department: Purchasing Dept

Project Name: City of Edcouch W/S Improvements Date: 06/12/2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: firm lacks information on project composition, project leadership and reporting responsibilities.		TOTAL 22
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: lacked Project Manager "%" involvemat, and approach to the Methodology and management of scope of services for project.		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		90

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc

Evaluator: Danny Guzman Department: City of Edcouch

Project Name: City of Edcouch - Water/Sewer Improvement Date:

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: Meets most criteria but need to improve their efficiency in preparing their plans according to the project		TOTAL 19
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to improve on Several of the different Areas		TOTAL 22
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	91

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc

Evaluator: Antonio Barco Department: Urban County Program

Project Name: City of Edcouch - Water/Sewer Improvement Date: 7-2-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria,		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included in SOQ; meets criteria		TOTAL 23
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: appendix not included; firm meets criteria		TOTAL 18
firm has performed various projects with Hidalgo County		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: Quintanilla, Headley & Associates

Evaluator: _____ Department: Purchasing Dept

Project Name: City of Edcouch W/S Improvements Date: 06/12/2013

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: firm lacks experience in project and project leadership and reporting responsibilities.		TOTAL 19
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	6
Comments/Rationale For Points: lacked Project Manager "%" involvement and approach to the methodday and management of scope of services for project.		TOTAL 14
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		88

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: Danny Guzman Department: City of Edcouch

Project Name: City of Edcouch - Water/Sewer Improvement Date:

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all Qualification Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	4
➢		
Comments/Rationale For Points: Meets most criteria, but need to improve in performance of their work		TOTAL 19
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria but need additional experienced Technicians to ensure that work is correct		TOTAL 23
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		92

Firm/Participant's Name: R. Gutierrez Engineering Corporation

Evaluator: Antonio Barco Department: Urban County Program

Project Name: City of Edcouch - Water/Sewer Improvement Date: 7-2-13

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria, information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included; meets criteria with composition & reporting responsibilities		TOTAL 23
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: appendix not included		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91 94 mL

Firm/Participant's Name: R. Gutierrez Engineering

Evaluator: [signature] Department: Purchasing Dept

Project Name: City of Edcouch W/S Improvements Date: 06/12/2013

AI-39539 **Urban County 17. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Palmview, is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction for a 2011 Street Improvements project in the amount of $110,665.20, utilizing funds from UCP Years 23 & 24 (2010 & 2011), Urban County Street Improvements line item.

BACKGROUND

The bid opening was held June 5, 2013 and the lowest bidder meeting all specifications and/or requirements was Texas Cordia Construction. The project involves street improvements at J.O. Subdivision located on South La Homa Road in Palmview, Texas. Please see attached recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project's engineering firm is SAMES, Inc.

Contractor: Texas Cordia Construction
Contract Amount: $110,665.20

Funds Available:	$ 48,230.03	YR 23 (2010) Palmview Street Imp funds
	$152,000.00	YR 24 (2011) Palmview Street Imp funds
	$195,051.12	Total funding available

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:12 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/03/2013 10:15 AM

Final Approval Date: 07/12/2013

CITY OF PALMVIEW

Mayor
Jorge G. Garcia

Mayor Pro-Tem
Gerardo Perez

Councilmen
Noe Ruben Munoz
Ricardo Villarreal
Joel Garcia Jr.

Councilwomen
Graciela S. Flores

City Manager
Johnn V. Alaniz

Asst. Manager
Ramon Segovia

City Secretary
Aida Rivas

June 21, 2013

Antonio Barco
Deputy Director
Urban County Program

Re: J&O Subdivision Street Improvement Project

The City of Palmview recommends award of construction contract to Texas Cordia Construction for the above stated project in the amount of $110,~~683.20~~ 665.20 @

The contract amount includes the current project construction budget of $107,924.86 and use of $2,740.34 from existing City of Palmview CDBG funds.

If you have any questions please do not hesitate to contact me at (956) 432-0300.

Sincerely,

for Ramon Segovia
Interim City Manager
City of Palmview

Received
JUN 21 2013
Urban County Program

400 W. VETERAN'S BLVD. • PALMVIEW, TX 78572

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Reg. # F-10602

200 South Cage Blvd, Pharr, Texas 78577

June 24, 2013

Candace J Armenta
Program Coordinator II
Urban County Program
3304 W Alberta Road
Edinburg, TX 78539

Re: Recommendation for Construction Contract
City of Palmview 2011 Street Improvements – J.O. Subdivision

Ms. Armenta,

We have reviewed the bid proposals submitted on June 5, 2013 by five local contractors for the above mentioned project. After careful review of the bid proposals, it was decided that the awarding of this contract would be based on the alternate no. 1 design due to budgetary constraints. As a result, Texas Cordia Construction, LLC has submitted the lowest alternate no. 1 bid proposal with a price of $110,665.20.

With this in mind, please consider our recommendation that Texas Cordia Construction, LLC be awarded the project for the total alternate no. 1 bid price in the amount of $110,665.20.

Respectfully Submitted,

Saul D. Maldonado, P.E.,
Principal – SAMES, Inc.

Cc: Ramon Segovia, City of Palmview

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 05, 2013 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"City of Palmview 2011 Street Improvements-J.O. Subdivision"

BID NO: 5011-55-0311-500-5500-UCP-CJA **PROCUREMENT SPECIALIST:**

NO.	Name of Company	Bid Price	Alternate #1	Alternate #2	Addendum #1 Acknowledged	Bid Bond/ Cashier's Check Included
1.	Castle Enterprises, LLC	$163,469.12	$130,243.00	$243,500.00	Acknowledged	✓
2.	Texas Cordia Construction, LLC	$167,454.37	$110,665.20	$188,794.30	Acknowledged	✓
3.	Jimmy Closner & Sons Construction Co. Inc.	$154,534.50	$116,713.00	$195,640.00	Acknowledged	✓
4.	Artillery, LLC	$226,510.00	$121,831.00	$244,650.00	Acknowledged	✓
5.	2GS, LLC	$139,342.48	$114,068.70	$148,782.50	Acknowledged	✓
6.						
7.						
8.						
9.						

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

RECEIVED 6/5/13 via email

CONSTRUCTION CONTRACT

This Agreement entered into this **16th Day of July, 2013** 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 **Texas Cordia Construction, LLC.** (a corporation) **(a partnership)** (an individual) of **Edinburg,** 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:	**Palmview – Street Improvements**
PROJECT No.:	**5011-55-0311-5000-5500--UCP-CJA**
PROJECT DESCRIPTION:	**Street improvements at J.O. Subdivision in Palmview, Texas**

heinafter called the project, for the sum of **($110,665.20) – One hundred ten thousand, six hundred sixty-five dollars and twenty 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 **SAMES, Inc.**, 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 **(90) Ninety** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred 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.

Yara M. Corbitt, PE
Texas Cordia Construction

Name of Firm: Texas Cordia Construction

Address: 3149-A Center Pointe Drive
Edinburg, Texas 78539

Federal I.D./S.S.: 452-590990

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(name) (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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2013

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: SILVERHORN INS GROUP 200 N. 12TH STREET, STE 102 EDINBURG TX 78541	CONTACT NAME: DAVID*SALAZAR PHONE (A/C, No, Ext): (956) 383-3332 FAX (A/C, No): (956) 720-0257 E-MAIL ADDRESS:
INSURED: *TEXAS CORDIA CONSTRUCTION LLC* *3149-A CENTER POINTE DR.* *EDINBURG, TX 78539*	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CATLIN SPECIALTY INS CO — 15989 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00011450** **REVISION NUMBER: 00011508**

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			4202300236	12/12/2012	12/12/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[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)	$
								$
	[ ] 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)

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
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

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AI-39551 **Urban County 17. C.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Napoleon Coca **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to enter into agreement with the Texas Homeless Network Agency Partner for HMIS Services and authorize UCP Director to sign.

BACKGROUND

According to Federal regulations, Hidalgo County, a recipient of Emergency Solutions Grant is required to participate in an HMIS (Homeless Management Information System). The HMIS is an Information System designed by the Continuum of Care to comply with HUD's Data Collection, Management and Reporting Standards and used to collect client-level data and data on the provision of housing services to homeless individuals and families and persons of at risk of homelessness. Urban County Program is requesting that Urban County Director sign the Texas Homeless Network Agency Partner Agreement to comply with HUD's regulations.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: July 1, 2013

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 10:46 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/03/2013 01:27 PM

Final Approval Date: 07/12/2013

Texas Homeless Network
Agency Partner Agreement
For the Texas Homeless Management Information System

Hidalgo County Urban County Program	Texas Balance of State
Agency Name	Continuum of Care Name

Texas Homeless Management Information System (hereinafter, "HMIS") is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans, records the use of housing, and services which communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measurements.

In this Agreement, "Agency" is the agency named in this agreement; "CoC" is the Continuum of Care named in this agreement; and, "Client" is a consumer of services whose information is recorded in HMIS.

The signature of the Director of the Agency indicates agreement with the terms set forth before an HMIS account can be established for the Agency.

Texas Homeless Network ("THN") is the HMIS lead agency as designated by the Continuum of Care.

I. CONFIDENTIALITY

A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.

1. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
2. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.

3. The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services, or to conduct evaluation or research.
4. The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.
5. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receives basic confidentiality training.
6. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information will be located off-site.
7. The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database.
8. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the HMIS system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
9. If this Agreement is terminated, THN and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency,this use is subject to any restrictions requested by the Client.
10. The Agency will utilize the HMIS Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the HMIS database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the HMIS database and authorizes information sharing with Partner Agencies.
11. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information unavailable to all other Partner Agencies.
12. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for HMIS for a period of three years.
13. Texas Homeless Network does not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.

II. HMIS USE AND DATA ENTRY

A. The Agency shall follow, comply with and enforce the User Policy Agreement (Attachment A). Modifications to the User Policy Agreement shall be established

in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of HMIS. THN will announce approved modifications in a timely manner via the Bulletin Board in HMIS.

1. The Agency shall only enter individuals in HMIS that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in HMIS by knowingly entering false or misleading information.
2. The Agency shall use Client information in HMIS, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

B. The Agency shall consistently enter information into HMIS and will strive for real-time or immediate data entry upon seeing a Client, or data entry into HMIS within five business days of receiving Client data.

C. The Agency will not alter information in HMIS that is entered by another Agency with known, inaccurate information. (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).

D. The Agency shall follow, comply with and enforce THN's Duplicated Client Removal Policy (Attachment B).

E. The Agency shall not include profanity or offensive language in HMIS.

F. The Agency shall utilize HMIS for business purposes only.

G. THN will provide initial training and periodic refresher trainings to select Agency Staff on the use of HMIS.

H. THN will be available for technical assistance within reason (i.e. troubleshooting and report generation).

I. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

J. The Agency shall not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

K. The Agency shall pay a scheduled annual subscription fee and, based on the number of users, an additional user license fee at the beginning of each year of participation.

III. REPORTS

A. The Agency shall retain access to identifying and statistical data on the Clients it serves.

B. The Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.

C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.

D. The CoC and/or THN will use only unidentified, aggregate HMIS data for homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

E. The Agency Director or HMIS staff may request an annual on-site audit in order to verify data quality; the Agency shall provide full access to Client records during such audits.

IV. PROPRIETARY RIGHTS OF DATA INTERNATIONAL SYSTEMS

A. The Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual.

B. The Agency shall not cause in any manner, or way, corruption of HMIS.

V. TERMS AND CONDITIONS

A. Neither THN nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.

C. This Agreement may be terminated with 30 days written notice.

Texas Homeless Network
Agency Partner Agreement
For the Texas Homeless Management Information System

VI. SHARING INFORMATION

Within HMIS, Partner Agencies have the capability to share information with other agencies. Please indicate your data-sharing preference below:

☐ I plan to share my information only with other Partner Agencies in my Continuum of Care that participate in HMIS.

☐ I plan to share my information with Partner Agencies in each Continuum of Care that participates in HMIS.

☑ I plan to share my information internally in accordance with my agency's restriction on data sharing.

DIANA R. SERNA
Agency Director PRINT

Agency Director SIGNATURE

HIDALGO COUNTY URBAN COUNTY PROGRAM
Agency Name

(956) 787-8127
Agency Phone Number

3304 W. ALBERTA RD.
Street Address

EDINBURG, TX 78539
City, State Zip Code

Mailing Address (leave blank if same as above

City, State Zip Code

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: July 1, 2013

AI-39553 **Urban County 17. D.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Napoleon Coca **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of the Emergency Solutions Grants Program Sub-Recipient Agreements with the following for Program year 26 (2013). See attached Agreements.

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$111,500.00
2	Catholic Charities of the Rio Grande Valley	$149,500.00
3	Women Together Foundation, Inc.	$178,900.00
4	The Salvation Army	$ 80,217.00
	TOTAL:	**$520,117.00**

BACKGROUND

The Urban County Program (UCP) submitted the One Year Action Plan for Year 26 (2013) and among the plan includes the following agencies:

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$111,500.00
2	Catholic Charities of the Rio Grande Valley	$149,500.00
3	Women Together Foundation, Inc.	$178,900.00
4	The Salvation Army	$ 80,217.00
	TOTAL:	**$520,117.00**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Attachments

revised date
revised date
revised date
revised date

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 10:46 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/03/2013 01:42 PM

Final Approval Date: 07/12/2013

STATE OF TEXAS {

COUNTY OF HIDALGO {

2013 – YR 26
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **17th day of July, 2013** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Advocacy Resource Center for Housing, Inc.,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 111,500.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report or Audit.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Advocacy Resource Center for Housing, Inc.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** 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 contract, 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.

14.02 **No Waiver.** No waiver by **ENTITY** 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.

14.03 **Entire Agreement.** This Agreement contains the entire contract 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** 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.

14.05 **Notice.** 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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

If to **SUBRECIPIENT**:

Advocacy Resource Center for Housing, Inc.
2507 Buddy Owens
McAllen, TX 78504-5427
Fed I.D. # 74-2742006

14.05 **(Continued)** 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.

14.06 **Additional 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.

14.07 **Successors.** 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.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14.10 **Gender and Number.** 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

14.11 **Authority to Execute.** The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **17th day of July, 2013**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December, 2014. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2013.

_____
San Juana Maldonado
Executive Director

Subrecipient Firm Name: **Advocacy Resource Center for Housing, Inc.**
2507 Buddy Owens
McAllen, TX 78504-5427
FED I.D.# 74-2742006

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2013.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

EXHIBIT A

STATEMENT OF WORK

Homeless Prevention

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES		BUDGETED AMOUNT
As identified through the Statement of Work		
Homeless Prevention		**$105,479.00**
Financial Assistance (Clients)	$ 52,851.00	
Financial Services (HR Stab. Services)	$ 52,628.00	
HMIS		**$6,021.00**
TOTAL GRANT BUDGET:		**$ 111,500.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2013 - 2014 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2013	0.00	
Aug. 2013	0.00	
Sept. 2013	6,968.75	Homeless Prevention, HMIS
Oct. 2013	6,968.75	Homeless Prevention, HMIS
Nov. 2013	6,968.75	Homeless Prevention, HMIS
Dec. 2013	6,968.75	Homeless Prevention, HMIS
Jan. 2014	6,968.75	Homeless Prevention, HMIS
Feb. 2014	6,968.75	Homeless Prevention, HMIS
March 2014	6,968.75	Homeless Prevention, HMIS
April 2014	6,968.75	Homeless Prevention, HMIS
May 2014	6,968.75	Homeless Prevention, HMIS
June 2014	6,968.75	Homeless Prevention, HMIS
July 2014	6,968.75	Homeless Prevention, HMIS
Aug. 2014	6,968.75	Homeless Prevention, HMIS
Sept. 2014	6,968.75	Homeless Prevention, HMIS
Oct. 2014	6,968.75	Homeless Prevention, HMIS
Nov. 2014	6,968.75	Homeless Prevention, HMIS
Dec. 2014	6,968.75	Homeless Prevention, HMIS
TOTALS:	**$ 111,500.00**	

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

C. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?
Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 13 - 2014 For the Months of...	**Number of Beneficiaries**	**Services**
July 2013	0	**Homeless Prevention, HMIS**
Aug. 2013	0	**Homeless Prevention, HMIS**
Sep. 2013	0	**Homeless Prevention, HMIS**
Oct. 2013	0	**Homeless Prevention, HMIS**
Nov. 2013	0	**Homeless Prevention, HMIS**
Dec. 2013	8-9	**Homeless Prevention, HMIS**
Jan. 2014	8-9	**Homeless Prevention, HMIS**
Feb. 2014	8-9	**Homeless Prevention, HMIS**
Mar. 2014	8-9	**Homeless Prevention, HMIS**
Apr. 2014	8-9	**Homeless Prevention, HMIS**
May 2014	8-9	**Homeless Prevention, HMIS**
Jun. 2014	8-9	**Homeless Prevention, HMIS**
Jul. 2014	8-9	**Homeless Prevention, HMIS**
Aug. 2014	8-9	**Homeless Prevention, HMIS**
Sep. 2014	8-9	**Homeless Prevention, HMIS**
Oct. 2014	8-9	**Homeless Prevention, HMIS**
Nov. 2014	8-9	**Homeless Prevention, HMIS**
Dec. 2014	8-9	**Homeless Prevention, HMIS**
Total Unduplicated Year	104-117 persons	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2013 – YR 26
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **17th day of July, 2013** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Catholic Charities of the Rio Grande Valley,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 149,500.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
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SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

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The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
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SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

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SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Catholic Charities of the Rio Grande Valley.**

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SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

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The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

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If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

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SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

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24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

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The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

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Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** 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 contract, 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.

14.02 **No Waiver.** No waiver by **ENTITY** 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.

14.03 **Entire Agreement.** This Agreement contains the entire contract 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** 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.

14.05 **Notice.** 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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

If to **SUBRECIPIENT**:

Catholic Charities of the Rio Grande Valley.
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589-3030
Fed I.D. # 68-0599307

14.05 **(Continued)** 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.

14.06 **Additional 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.

14.07 **Successors.** 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.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14.10 **Gender and Number.** 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

14.11 **Authority to Execute.** The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **17th day of July, 2013**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December, 2014. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2013.

_____
Sister Norma Pimentel
Executive Director

Subrecipient Firm Name: **Catholic Charities of the Rio Grande Valley.**
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589-3030
Fed I.D. # 68-0599307

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2013.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

EXHIBIT A

STATEMENT OF WORK

Homeless Prevention

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES		BUDGETED AMOUNT
As identified through the Statement of Work		
Homeless Prevention		**$142,623.00**
Financial Assistance (Clients)	$ 78,936.00	
Financial Services (HR Stab. Services)	$ 63,687.00	
HMIS		**$6,877.00**
TOTAL GRANT BUDGET:		**$ 149,500.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2013 - 2014 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2013	8,305.55	Homeless Prevention, HMIS
Aug. 2013	8,305.55	Homeless Prevention, HMIS
Sept. 2013	8,305.55	Homeless Prevention, HMIS
Oct. 2013	8,305.55	Homeless Prevention, HMIS
Nov. 2013	8,305.55	Homeless Prevention, HMIS
Dec. 2013	8,305.55	Homeless Prevention, HMIS
Jan. 2014	8,305.55	Homeless Prevention, HMIS
Feb. 2014	8,305.55	Homeless Prevention, HMIS
March 2014	8,305.56	Homeless Prevention, HMIS
April 2014	8,305.56	Homeless Prevention, HMIS
May 2014	8,305.56	Homeless Prevention, HMIS
June 2014	8,305.56	Homeless Prevention, HMIS
July 2014	8,305.56	Homeless Prevention, HMIS
Aug. 2014	8,305.56	Homeless Prevention, HMIS
Sept. 2014	8,305.56	Homeless Prevention, HMIS
Oct. 2014	8,305.56	Homeless Prevention, HMIS
Nov. 2014	8,305.56	Homeless Prevention, HMIS
Dec. 2014	8,305.56	Homeless Prevention, HMIS
TOTALS:	**$ 149,500.00**	

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

C. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?
Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 13 - 2014 For the Months of...	Number of Beneficiaries	Services
July 2013	59	**Homeless Prevention, HMIS**
Aug. 2013	59	**Homeless Prevention, HMIS**
Sep. 2013	59	**Homeless Prevention, HMIS**
Oct. 2013	59	**Homeless Prevention, HMIS**
Nov. 2013	59	**Homeless Prevention, HMIS**
Dec. 2013	59	**Homeless Prevention, HMIS**
Jan. 2014	59	**Homeless Prevention, HMIS**
Feb. 2014	59	**Homeless Prevention, HMIS**
Mar. 2014	59	**Homeless Prevention, HMIS**
Apr. 2014	59	**Homeless Prevention, HMIS**
May 2014	59	**Homeless Prevention, HMIS**
Jun. 2014	59	**Homeless Prevention, HMIS**
Jul. 2014	59	**Homeless Prevention, HMIS**
Aug. 2014	59	**Homeless Prevention, HMIS**
Sep. 2014	59	**Homeless Prevention, HMIS**
Oct. 2014	59	**Homeless Prevention, HMIS**
Nov. 2014	59	**Homeless Prevention, HMIS**
Dec. 2014	59	**Homeless Prevention, HMIS**
Total Unduplicated Year	1062 persons	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2013 – YR 26
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **17th day of July, 2013** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Women Together Foundation, Inc.,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 178,800.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

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24 CFR 576

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14.02 **No Waiver.** No waiver by **ENTITY** 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.

14.03 **Entire Agreement.** This Agreement contains the entire contract 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** 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.

14.05 **Notice.** 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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

If to **SUBRECIPIENT**:

Women Together Foundation, Inc.
511 N. Cynthia
McAllen, TX 78501-8712
Fed I.D. # 74-2007536

14.05 **(Continued)** 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.

14.06 **Additional 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.

14.07 **Successors.** 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.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14.10 **Gender and Number.** 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

14.11 **Authority to Execute.** The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **17th day of July, 2013**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December, 2014. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2013.

_____
Estella De Anda
Executive Director

Subrecipient Firm Name: **Women Together Foundation, Inc.**
511 N. Cynthia
McAllen, TX 78501-8712
Fed I.D. # 74-2007536

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2013.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter

Funds may be used for renovation of emergency shelter facilities and operation of those facilities, as well as services for the residents(including case management, child care, education, employment assistance and job training, legal, mental health, substance abuse treatment, transportation, and services for special populations.) This includes salaries for caseworkers.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Emergency Shelter Essential Services $ 47,945.00 Maintenance and Operations $ 122,010.00	**$169,955.00**
HMIS	**$8,945.00**
TOTAL GRANT BUDGET:	**$ 178,900.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2013 - 2014 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2013	0.00	
Aug. 2013	0.00	
Sept. 2013	11,181.25	Emergency Shelter, HMIS
Oct. 2013	11,181.25	Emergency Shelter, HMIS
Nov. 2013	11,181.25	Emergency Shelter, HMIS
Dec. 2013	11,181.25	Emergency Shelter, HMIS
Jan. 2014	11,181.25	Emergency Shelter, HMIS
Feb. 2014	11,181.25	Emergency Shelter, HMIS
March 2014	11,181.25	Emergency Shelter, HMIS
April 2014	11,181.25	Emergency Shelter, HMIS
May 2014	11,181.25	Emergency Shelter, HMIS
June 2014	11,181.25	Emergency Shelter, HMIS
July 2014	11,181.25	Emergency Shelter, HMIS
Aug. 2014	11,181.25	Emergency Shelter, HMIS
Sept. 2014	11,181.25	Emergency Shelter, HMIS
Oct. 2014	11,181.25	Emergency Shelter, HMIS
Nov. 2014	11,181.25	Emergency Shelter, HMIS
Dec. 2014	11,181.25	Emergency Shelter, HMIS
TOTALS:	**$ 178,900.00**	

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

C. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?
Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 13 - 2014 For the Months of...	Number of Beneficiaries	Services
July 2013	396	**Emergency Shelter, HMIS**
Aug. 2013	396	**Emergency Shelter, HMIS**
Sep. 2013	396	**Emergency Shelter, HMIS**
Oct. 2013	396	**Emergency Shelter, HMIS**
Nov. 2013	396	**Emergency Shelter, HMIS**
Dec. 2013	396	**Emergency Shelter, HMIS**
Jan. 2014	396	**Emergency Shelter, HMIS**
Feb. 2014	396	**Emergency Shelter, HMIS**
Mar. 2014	396	**Emergency Shelter, HMIS**
Apr. 2014	396	**Emergency Shelter, HMIS**
May 2014	396	**Emergency Shelter, HMIS**
Jun. 2014	396	**Emergency Shelter, HMIS**
Jul. 2014	396	**Emergency Shelter, HMIS**
Aug. 2014	396	**Emergency Shelter, HMIS**
Sep. 2014	396	**Emergency Shelter, HMIS**
Oct. 2014	396	**Emergency Shelter, HMIS**
Nov. 2014	396	**Emergency Shelter, HMIS**
Dec. 2014	396	**Emergency Shelter, HMIS**
Total Unduplicated Year	7128 persons	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2013 – YR 26
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **17th day of July, 2013** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **The Salvation Army,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 80,217.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report or Audit.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and The Salvation Army.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** 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 contract, 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.

14.02 **No Waiver.** No waiver by **ENTITY** 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.

14.03 **Entire Agreement.** This Agreement contains the entire contract 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

If to **SUBRECIPIENT**:

The Salvation Army
1600 North 23rd Street
McAllen, TX 78501-6737
Fed I.D. # 58-0660607

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14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **17th day of July, 2013**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December, 2014. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2013.

_____
Russ Keeney
Captain/Corps Officer

Subrecipient Firm Name: **The Salvation Army**
1600 North 23rd Street
McAllen, TX 78501-6737
Fed I.D. # 58-0660607

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2013.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter

Funds may be used for renovation of emergency shelter facilities and operation of those facilities, as well as services for the residents(including case management, child care, education, employment assistance and job training, legal, mental health, substance abuse treatment, transportation, and services for special populations.) This includes salaries for caseworkers.

Homeless Prevention

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES		BUDGETED AMOUNT
As identified through the Statement of Work		
Homeless Prevention		
Financial Assistance (Clients)	$ 12,594.00	**$12,594.00**
Emergency Shelter		
Maintenance and Operations	$ 65,537.00	**$65,537.00**
HMIS		
Data Collections	$ 2,086.00	**$2,086.00**
TOTAL GRANT BUDGET:		**$ 80,217.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2013 - 2014 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2013	0.00	
Aug. 2013	0.00	
Sept. 2013	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Oct. 2013	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Nov. 2013	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Dec. 2013	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Jan. 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Feb. 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
March 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
April 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
May 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
June 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
July 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Aug. 2014	5,013.56	Emergency Shelter, Homeless Prevention, HMIS
Sept. 2014	5,013.57	Emergency Shelter, Homeless Prevention, HMIS
Oct. 2014	5,013.57	Emergency Shelter, Homeless Prevention, HMIS
Nov. 2014	5,013.57	Emergency Shelter, Homeless Prevention, HMIS
Dec. 2014	5,013.57	Emergency Shelter, Homeless Prevention, HMIS
TOTALS:	**$ 80,217.00**	

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

C. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?
Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**
Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 13 - 2014 For the Months of...	Number of Beneficiaries	Services
July 2013	0	**Emergency Shelter, Homeless Prevention, HMIS**
Aug. 2013	0	**Emergency Shelter, Homeless Prevention, HMIS**
Sep. 2013	50	**Emergency Shelter, Homeless Prevention, HMIS**
Oct. 2013	50	**Emergency Shelter, Homeless Prevention, HMIS**
Nov. 2013	50	**Emergency Shelter, Homeless Prevention, HMIS**
Dec. 2013	50	**Emergency Shelter, Homeless Prevention, HMIS**
Jan. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Feb. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Mar. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Apr. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
May 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Jun. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Jul. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Aug. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Sep. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Oct. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Nov. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Dec. 2014	50	**Emergency Shelter, Homeless Prevention, HMIS**
Total Unduplicated Year	800	

AI-39583 **Urban County 17. E.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Brandy Salinas **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Consideration and approval to authorize the submission of Contract Amendment No. 1 (Performance Statement and Budget Amendment) to the General Land Office (GLO) Contract No. 12-589-000-6887/DRS220068.). The Performance Statement Amendment will include modification to the Alberta Drainage Project necessary to meet project specifications. The budget amendment will include Force Account Labor committed by Hidalgo County Precinct No. 4 at a cost of $727,185.60 from their Rural Development Funds Account.

2. Approval of Resolution regarding the funding from the Texas General Land Office(GLO) Disaster Recovery Program and local funds to be committed by Hidalgo County Precinct No. 4 for a total project cost of $ 2,427,185.60

BACKGROUND

Pct. 4 Rural Development Funds Acct. 13-133-433-365-040-002-433-40

Urban County Program is requesting approval to submit proposed Amendment No. 1 to make necessary changes to the performance statement quantities that do not affect the location of the project, and a budget amendment which will include force account labor for the Alberta Drain Project.

Attachments

Engineer's Construction

Engineer's table

Pct 4 force acct cost est.

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:04 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/08/2013 10:25 AM

Final Approval Date: 07/12/2013

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4
Project: ALBERTA DRAIN DRAINAGE IMPROVEMENTS PHASE I

Location: Phase I Project is Located between Owassa Road and Alberta Road starting at an existing ditch located approximately One Mile east of Tower Road and then running west to Approximately 1,320 feet west of Tower Road.

Date: 11/29/2011 Rev. 11/26/12 Rev. 12/12/12 Rev. 5/29/13 Rev. 6/18/13

Estimator: Raul E. Sesin, PE, CFM

Summary of Engineer's Opinion of Probable Construction Costs and Available Funding

Amount Available for Construction of Drainage Improvements:	$ 1,177,833.00
Amount Available for ROW Acquisition:	$ 358,750.00
Total Funds Available for Project:	**$ 1,536,583.00**

A. Bid Out Drain Ditch Work & Main Storm Sewer Line Across Tower Road $ 936,578.00

B. Tower Road Improvements - Material Cost Only $ 60,563.80

C. Total Subdivision Improvements - Material Cost Only

Subdivisions	Total Cost Using RCP CL III Pipe	Total Cost Using PVC/CM Pipe	POSSIBLE SAVINGS
Owassa Acres	$ 74,320.10	$ 45,560.02	$ 28,760.08
Brenda Estates No. 3	$ 63,239.90	$ 40,480.66	$ 22,759.24
Rincon Del Valle No. 4	$ 46,923.75	$ 32,971.03	$ 13,952.72
Rincon Del Valle No. 3	$ 40,352.80	$ 29,226.70	$ 11,126.10
Tejano Estates	$ 38,123.85	$ 27,317.73	$ 10,806.12
El Charro No. 2	$ 258,462.10	$ 177,553.87	$ 80,908.23
	$ 521,422.50	**$ 353,110.01**	**$ 168,312.49**

Total Improvement Cost - Bid Out Drain Ditch Work and Main Storm Sewer Line Across Tower Road and Purchase Material for all Subdivision Work and labor to be Conducted By Pct 4 Forces (A+B+C) $ 1,518,564.30

Funding Shortage Based on Probable Construction Costs vs. Available Construction Funding ($1,177,833.00 - $1,518,564.30) $ 340,731.30

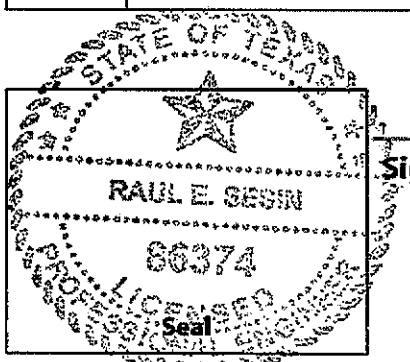
Additional Possible Funding Sources:

Estimated Savings Using PVC/CM Pipe with Backfill and Bedding:	$ 168,312.49
Possible Cost Savings with new ROW totals ($358,750.00 - $268,250.00)	$ 90,500.00
Money allocated for Administration of Grant that will not be used:	$ 100,000.00
Additional Funding Source that may be available for Construction:	$ 358,812.49

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	$/Unit	Unit	Qty	Construction $	Acquisition $	Eng./Arch. $	Ttl. Act. $
	Utility & Irrigation Adjustments	$25,000.00	LS	1.00	$25,000.00	$0.00	$0.00	$25,000.00
	Compliance with SWMP	$7,500.00	LS	1.00	$7,500.00	$0.00	$0.00	$7,500.00
	Material Testing Fee (2%)			0.00	$0.00	$0.00	$21,415.00	$21,415.00
	Title Reports,Surveys, etc.			0.00	$0.00	$0.00	$40,000.00	$40,000.00
	Acquisition	$0.00		0.00	$0.00	$358,750.00	$0.00	$358,750.00
	Engineering	$0.00		0.00	$0.00	$0.00	$0.00	$0.00
	Traffic Control	$6,750.00	LS	1.00	$6,750.00	$0.00	$0.00	$6,750.00
	18" Storm Drain Pipe	$15.75	LF	85.00	$1,338.75	$0.00	$0.00	$1,338.75
	24" Storm Drain Pipe	$20.55	LF	1,211.00	$24,886.05	$0.00	$0.00	$24,886.05
	30" Storm Drain Pipe	$30.70	LF	4,140.00	$127,098.00	$0.00	$0.00	$127,098.00
	36" Storm Drain Pipe	$44.50	LF	215.00	$9,567.50	$0.00	$0.00	$9,567.50
	42" Storm Drain Pipe	$57.55	LF	172.00	$9,898.60	$0.00	$0.00	$9,898.60
	48" Storm Drain Pipe	$73.15	LF	2,695.00	$197,139.25	$0.00	$0.00	$197,139.25
	72" Storm Drain Pipe	$210.00	LF	2,065.00	$433,650.00	$0.00	$0.00	$433,650.00
	Pipe Bedding and Backfill	$24.33	CY	3,282.00	$79,851.06	$0.00	$0.00	$79,851.06
	Trench Protection	$1.21	LF	10,583.00	$12,805.43	$0.00	$0.00	$12,805.43
	Pavement Repair	$12.19	SY	5,025.00	$61,254.75	$0.00	$0.00	$61,254.75
	Roadside Ditch Grading/Excavati	$1.00	LF	3,414.00	$3,414.00	$0.00	$0.00	$3,414.00
	Type "C-C" Inlet with Apron	$3,000.00	EA	26.00	$78,000.00	$0.00	$0.00	$78,000.00
	Junction Box/Manhole/Inlet	$7,500.00	EA	9.00	$67,500.00	$0.00	$0.00	$67,500.00

	Manhole	$2,000.00	EA	1.00	$2,000.00	$0.00	$0.00	$2,000.00
	Drain Ditch Excavation	$5.50	CY	53,720.0	$295,460.00	$0.00	$0.00	$295,460.00
	Head Wall	$2,000.00	EA	2.00	$4,000.00	$0.00	$0.00	$4,000.00
	6" Concrete Rip-Rap	$40.00	SY	1,157.00	$46,280.00	$0.00	$0.00	$46,280.00
	Gate Structure and Appurtenanc	$30,000.00	EA	1.00	$30,000.00	$0.00	$0.00	$30,000.00
					$1,523,393.39	**$358,750.00**	**$61,415.00**	**$1,943,558.39**



Seal

PE

Signature of Registered Engineer/Architect Responsible For Budget Justification: **Date:** 07/02/13 **Phone Number** 9563187840

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.
An average projected operation and maintenance cost associated with a proposed project is 3 percent.

NOTE: UNDER DRAIN DICTH EXCAVATION WE HAVE A DIFFERENCE OF .50 FROM TABLE 2 OF ROUND 2.2 APPLICATION. PLEASE KNOW THAT THE NEW APPLICATION IS ROUNDING OFF TO THE NEAREST TENTH.

Did applicant receive project scoping services/ estimate Quad Sheets from HNTB? Yes ☐ No ☒

Project Name	Employee	Employee #	Employee Title	Estimated Hours to be Worked	Hourly Rate	Estimated Total Salary Costs
Alberta Drain	Fermin Aguero	170968	Excavator/Heavy Equipment Operator	1,920	$ 25.66	$ 49,267.20
Alberta Drain	Benito Vasquez	171018	Heavy Equipment Operator	1,920	$ 26.84	$ 51,532.80
Alberta Drain	Joe Cisneros	171212	Heavy Equipment Operator	1,920	$ 20.38	$ 39,129.60
Alberta Drain	Adelaido Serna	171247	Heavy Equipment Operator	1,920	$ 20.38	$ 39,129.60
Alberta Drain	Miguel Cabrera	187313	Pipe/ Layer Fitter	1,920	$ 17.71	$ 34,003.20
Alberta Drain	Israel Rodriguez	160466	Truck Driver III	1,920	$ 19.26	$ 36,979.20
Estimated Total Salaries with Fringe Benefits						**$ 250,041.60**

Equipment Use	Estimated Hours			Cost Per Hour	Estimated Total
Excavator	1,920			$ 200.00	$ 384,000.00
Back Hoe	1,920			$ 23.50	$ 45,120.00
Estimated Total					**$ 429,120.00**

Fuel Use	Estimated Days			Estimated Gallons Per Day	Estimated Cost Per Gallon	Estimated Total Fuel Cost
Excavator	240			29	$ 3.45	$ 24,012.00
Back Hoe	240			29	$ 3.45	$ 24,012.00
Estimated Total						**$ 48,024.00**

Estimated Total Cost	
Salary	$ 250,041.60
Equipment	$ 429,120.00
Fuel	$ 48,024.00
Estimated Total	**$ 727,185.60**

Alberta Drain	**Estimated Weeks**	**Estimated Hours per Week**	**Total Estimated Hours for Project**
Owassa Acres	8	40	320
Brenda Estates	8	40	320
Rincon Del Valle No. 4	8	40	320
Rincon Del Valle No. 3	8	40	320
Tejano Estates No. 1	8	40	320
El Charro No. 2	8	40	320
Estimated Total	**48**		**1920**

RESOLUTION

A Resolution of Commissioner's Court of the County of Hidalgo, Texas, regarding the funding from the Texas General Land Office Disaster Recovery Program and local funds to be committed by Hidalgo County Precinct No. 4.

WHEREAS, the County of Hidalgo Precinct No. 4 desires to participate in the State of Texas Plan for Disaster Recovery Round 2.2, as funded by the U.S. Department of Housing and Urban Development (HUD), and commit a local contribution of $727,185.60 from its Rural Development Funds Account.

WHEREAS, it is in the best interest of the community to combine funding committed by Hidalgo County Precinct No. 4 ($727,185.60) and the Texas General Land Office ($1,700,000.00) for the completion of the project known as the Alberta Drain Project. The total funding for the drainage improvements is $2,427,185.60; and

WHEREAS, the County of Hidalgo, in conjunction with the state awarded funding provided by the Texas General Land Office will allow the County to make drainage improvements to phase I Alberta Drain Project located between Owassa Road and Alberta Road starting at an existing ditch located approximately one mile east of Tower Road and then running west to approximately 1,320 feet west of Tower Road

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

That Hidalgo County's Precinct No. 4 has committed funding in the amount of $727,185.60 with intent to address regional drainage improvements for the above referenced geographic area.

PASSED AND APPROVED THIS _____DAY OF July, 2013.
ATTEST:

_____
Ramon Garcia, County Judge
Hidalgo County, Texas

_____.

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-39617 **Urban County 17. F.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) testing firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) Precinct No.1 - Street Improvements funds.

Professional Service Firm	Grade	Ranked
TERRACON	92%	
MEG Engineers	90.33%	
Professional Services Industries, Inc.	88.66%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of for construction material testing for Urban County Program Year 23 (2010) Precinct No.1 - Street Improvements funds.

BACKGROUND

The three testing firms rated from the county's approved "pool" are: (1) TERRACON (2) MEG Engineers, and (3) Professional Services Industries, Inc. for Precinct No. 1 - Street Improvements - Project – Saenz Avenue project.

Funds Available: $38,221.95 YR 23 (2010) Street Improvements

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:16 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/09/2013 04:16 PM

Final Approval Date: 07/12/2013

Hidalgo County Precinct No. 1
Construction Material Testing
Street Improvements Project
Saenz Avenue
Year 23 (2010)
Grading-Ranking Grid

Criteria	TERRACON			MEG Engineers			PSI, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	22	25	24	25	25	21	20	25	22
Experience of Project Team/Ability to Commit Resources	18	20	19	20	20	16	17	20	17
Methodology	16	20	20	17	20	15	17	20	18
Understanding of Project/Similar Projects	21	23	23	25	23	19	20	22	24
Familiarity with Applicable Rules & Regulations	8	7	10	10	7	8	8	7	9
TOTALS	85	95	96	97	95	79	82	94	90
AVERAGES	276÷3=92%			271÷3=90.33%			266÷3=88.66%		
RATING	1			2			3		

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	9
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	**TOTAL**	22
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	**TOTAL**	18
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	7
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	**TOTAL**	8
	TOTAL SCORE:	85

Project Name:: Hidalgo County - Precinct No. 1 Street Improvements Saenz Ave.

Department:: Precinct No. 1

Firm/Participant:Name: TERRACON

Evaluator: Raul Lozano Date: 6/20/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets All criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets All criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets All criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but does not address Appropriatly Fed/State/Local regulations & policies Not easy to evaluate	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Firm acknowledges that they have Completed projects requiring Adherence to Federal Rules and regulations as well as local policies and procedures	TOTAL	7
	TOTAL SCORE:	95

Project Name:: Precinct No. 1 Street Improvements - Saenz Avenue

Department:: Urban County Program

Firm/Participant:Name: Terracon

Evaluator: Antonio Barco UCP Date: June 24 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	24
Firm appears to have more than enough staff to dedicate to HC Projects		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	TOTAL	19
Highly Experienced w/ scope of work for this project		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	20
Highly qualified & experienced.		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Firm has provided SOQ	TOTAL	23
which demonstrate their accurate understandings of the services requested by HC		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
Previous experience w/ HC has proven to be a positive factor		
	TOTAL SCORE:	96

Project Name:: Saenz Avenue

Department:: Hidalgo County Precinct No. 1 (UCP)

Firm/Participant:Name: Terracon Consultants, Inc.

Evaluator: Darlene Betancourt, CPPB Date: July 9, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points:	**TOTAL**	17
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	97

Project Name:: Hidalgo County - Precinct No. 1 Street Improvements Saenz Ave.

Department:: Precinct No. 1

Firm/Participant:Name: MEG Engineers, Inc.

Evaluator: Raul Lozano Date: 6/20/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but is Not specific in Addresing Appropriate Federal, State and local rules and regulations. Not easy to Evaluate	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Does Not specifically address knowledge of Applicable rules and regulations, but have completed numerous projects that require knowledge and Adherence to Federal, State and local codes and regulations	TOTAL	7
	TOTAL SCORE:	95

Project Name:: Precinct No. 1 Street Improvements - Saenz Avenue

Department:: Urban County Program

Firm/Participant: Name: MEG Engineers Group

Evaluator: ANTONIO BARCO UCP Date: June 24, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	8
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points: SOQ was lacking comparitive purposes	TOTAL	21
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points: Has performed some work for HC which has been positive	TOTAL	16
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points: Firm appears to have ability to perform duties.	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	8
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: SOQ response was clear but lacked Organizational staff chart + duties	TOTAL	19
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points: SOQ was not clear on past experiences, knowledge of guidelines	TOTAL	8
	TOTAL SCORE:	79

Project Name:: Saenz Avenue

Department:: Hidalgo County Precinct No. 1 (UCP)

Firm/Participant:Name: Millennium Engineers Group, Inc.

Evaluator: Darlene Betancourt, CPPB Date: July 9, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	8
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	**TOTAL**	20
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	**TOTAL**	17
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	17
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	8
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	**TOTAL**	8
	TOTAL SCORE:	82

Project Name:: Hidalgo County - Precinct No. 1 Street Improvements Saenz Ave.

Department:: Precinct No. 1

Firm/Participant:Name: PSI, Inc.

Evaluator: Raul Lozano Date: 6/20/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria.	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but does not address specific Federal, State or local rules, policies. Responses are not complete	TOTAL	22
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Do not clearly indicate past experience of adherence to Federal, State or local policies or regulations nor did firm include a narrative, but Firm does mention that they have completed projects that require knowledge and adherence to this rules/regs.	TOTAL	7
	TOTAL SCORE:	94

Project Name:: Precinct No. 1 Street Improvements - Saenz Avenue

Department:: Urban County Program

Firm/Participant Name: PSI

Evaluator: ANTONIO BARCO Date: June 24, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	9
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	3
Comments/Rationale for points:	TOTAL	22
Team member info is not clear comparitive purposes info is not available		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	TOTAL	17
Project team may be experienced, however unclear info is provided on SOQ		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points: Highly experience in area of specialization for this project	TOTAL	18
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	24
SOQ address specific regulation knowledge, etc.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	TOTAL	9
Firm has knowledge & has demonstrated positive feedback		
	TOTAL SCORE:	90

Project Name:: Sabal Avenue

Department:: Hidalgo County Precinct No. 1 (UCP)

Firm/Participant:Name: Professional Service Industries

Evaluator: Darlene Betancourt Date: July 9, 2013

AI-39614 **Urban County 17. G.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to authorize Urban County Program Director to sign Exhibit “A" (Irrevocable Directive of Draw Proceeds) of a Master Disbursement Agreement for Castle Enterprises, LLC to employ the services of a disbursement agent, Aacon, Inc., for the Precinct No. 1 Street Improvements Project (Saenz Ave).

BACKGROUND

Precedent to issuing the Payment and Performance Bond Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the “OWNER" shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders modifications or claim proceeds, if any to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. (See attached Agreement.)

Attachments

Castle Enterprise,LLC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:16 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mary Flores Started On: 07/09/2013 04:02 PM

Final Approval Date: 07/12/2013

EXHIBIT A

CASTLE ENTERPRISES, LLC
2210 Marro Road
Monte Alto, Texas 78538
Phone: 956-424-2898 / Fax:

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

Insurors Indemnity Company ("Surety"), Contract Surety for CASTLE ENTERPRISES, LLC, ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **Precinct No. 1 - Street Improvements (Saenz Avenue)**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and Aacon, Inc. is in no way a party to the agreement between the **Hidalgo Urban County Program** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that the CONTRACTOR shall assign, per Article 9 of the Uniform Commercial Code and Chapter 9 of the Texas Business and Commerce Code, the Contract Proceeds only for the Project to Aacon, Inc. and the Owner shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be posted in the U.S. Mail, delivered by overnight mail, or hand delivered to:**

CASTLE ENTERPRISES, LLC
C/O Aacon, Inc.
200 River Pointe Dr., Suite #306
Conroe, TX 77304

Or wire transferred directly to the Project Specific Disbursement Account as follows:

Aacon, Inc., Disbursement Agent for CASTLE ENTERPRISES, LLC
Account No. 2841003704, The Northern Trust Company
ABA Routing No. 111016064, The Northern Trust Company
2701 Kirby Drive
Houston, Texas 77098

Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of an authorized officer of the Surety.

CASTLE ENTERPRISES, LLC:	HIDALGO URBAN COUNTY PROGRAM:
Signed: Linda S Castle	Signed: Date:
By/Title: Managing Member	By/Title: Diana R. Serna, Director
	Phone/Fax: (956)787-8127 / (956)318-2988
	Email: diana.serna@ucp.co.hidalgo.tx.us

Aacon, Inc. All Rights Reserved - 01/02/09

AI-39676 **Elections Administration 18. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion and approval of Appointment of Democratic Presiding Election Judges and Alternate Election Judges for the August 1, 2013 through the July 31, 2015 term.
2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2013 through the July 31, 2015 term.

BACKGROUND

Attachments

Democrat List

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 09:00 AM
Manuel Chapa	Manuel Chapa	07/12/2013 03:36 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Amanda Valdez Started On: 07/11/2013 03:36 PM

Final Approval Date: 07/12/2013

Hidalgo County Democratic Party

2014 PRIMARY ELECTION DAY JUDGES – 2 YEAR TERM

	PCT	BUILDING	NAME
1		Alamo Comm. Center	Ismael Acosta
2		Sgt. Fernando de la Rosa Lib.	Diana Gutierrez
3	77	North Alamo Elem. School	Kenna Giffin
4		Guerra Elem. School	
5	88	Alton City Hall	Grace Rivera
6	55	Amigos Del Valle	Daniel Singleterry
7	175	Donna Boys & Girls Club	Leticia Urrutia
8	45	W.A. Todd 9th Grade Campus	Michael Lopez
9	16	Edcouch Fire Station	Daniel Angel Guzman
10		Jefferson Elem. School	Edna Vera
11	30	Edinburg North H.S.	Maria del Rosario Lucero
12	53	B.L. Garza Middle School	Letty Saenz
13	52	Elections Annex Bldg.	Kayleigh Rose Garcia
14	52	Canterbury Elem. School	Jose Francisco Perez
15		South Middle School	Loradel Mariano
16	53	Francisco Barrientes School	Armando Bocanegra
17	154	Avila Elem. School	Alma Vera
18	68	Montecristo Elem. School	J.P. Olivan
19	221	Magee Elem. School	Julio Garza
20	90	John F. Kennedy School	Diana Valdez
21		Granjeno City Hall	
22		Hargil Elem. School	
23	233	Hidalgo City Hall	Guadalupe Rivera
24		Economic Devel. Center Bldg.	
25		Kika De La Garza School	
26		La Villa High School	
27	8	STC Nursing Center	Aaron Alonzo
28		Bowie Special Ed. Dept.	Robert Rossel
29	48	Palmview Comm. Center	Marlen S. Sarmiento
30	163	Dr. Castaneda Elem.	Mason Schuller
31		Rayburn Elem. School	Carmen Jackson
32	72	Lark Community Center	Guadalupe J. Cavazos
33	216	Facilities & Operations Bldg.	Jose Angel Zuazua
34	135	Milam Elem. School	Billy Johnson
35	136	McAllen Tax Office	Nathan Gower Schwarz
36	66	Crockett Elem. School	Bill Jay
37	95	Cayetano Elem. School	Everado Saldana
38		Palmer Pavilion	Dan Codina
39	66	Fossum Middle School	Eli Olivarez
40		Immaculate Parish Hall	Andrew Heffner
41		Taylor Zachary	Ruby Ramirez
42	32	Mercedes City Hall	Michelle Aldape
43		Mercedes Early Childhood Ctr	Dalia Franco
44	32	Veterans Memorial H.S.	Romulo Sanchez
45	103	Kika De La Garza Building	Christopher LeRoy Cavazos
46		Mission City Hall	Shawn Seale
47	67	Salinas Elem. School	Rachel Noyola

48	52	Mission Fire Dept.	Ernest E. Baca
49	31	O'Grady Elem. School	Carlos Jasso
50	90	Monte Alto Community Ctr.	Maria Tamez
51	244	Guerra Elem. School	Patrick Eronini
52		Church of Christ	
53		Palmview City Hall	Eric Gutierrez
54	216	Co. Comm. Pct. #3 Ofc.	Claudia Galan
55		Penitas Public Library	Jordan Gonzalez
56		Napper Elem. School	Rolando Garcia
57		Buckner Elementary	Tony Lewis
58	234	Valley View 5th Grade	Mentor Cantu
59	36	Jose Pepe Salinas Center	Rebecca Obregon
60	36	Liberty Middle School	Olga Cardoza
61	5	Las Milpas Comm. Ctr.	Benjamin Arjona
62	60	PSJA North H.S.	Rick Martinez
63	146	Progreso Comm. Ctr.	Sandra Lira
64		San Carlos Elem. School	
65		San Juan Fire Station #2	Israel Gonzalez
66		Austin Middle School	Mary O. Gonzalez
67		Garza-Pena Elem. School	Samantha Gonzalez
68	38	Mission Fire Station #3	Eliasar Escobedo
69		John S. Shary Elem.	Allan Ortiz
70	219	Sullivan Fire Station	Alejandra Rodriguez
71	110	Co. Comm. Pct. #1	Daniel Moreno
72		Stephen F. Austin School	Aurora Lozano
73		Braught Theatre	Nyssa Cruz
74		Pete Abrigo Agr. Sci. Comp.	Graciela Sanchez

AI-39517 **Texas Agri-Life Extension Serv. 19. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Recognition of Vidal Saenz, Extension Agent-CEP (AgNR), for having received the 2013 Administrator's Program Delivery Award - Extension Agent Category.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Award Program

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/03/2013 01:10 PM
Olga Garza	Olga Garza	07/11/2013 04:21 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Nora Linda Cruz Started On: 07/02/2013 02:35 PM

Final Approval Date: 07/12/2013

Extension Agent Category

Vidal Saenz
Extension Agent—CEP (AgNR)
Hildalgo County

Vidal Saenz's program impact as an Extension agent has reached all across the Rio Grande Valley. He has collaborated with local banks, the Texas Farm Bureau, USDA agencies, local livestock auctions, and local feed stores in the delivery of relevant programming targeted at limited resource producers. Vidal's co-worker stated that after more than fourteen years, he is consistently pleasant to work with and he tackles all assignments with dedication and leadership abilities to address the limited resource agriculture producers of the Rio Grande Valley.

Mr. Saenz's Cooperative Extension Program, "Small Farm Outreach Training and Technical Assistance Program" has developed activities such as the Small Acreage Vegetable Production Workshop, Education of USDA's Rural Youth Loan Program, New and Transitioning Horticulture Producers, Production and Financial Record Keeping Workshop, Land Issues for farmers and ranchers, as well as one on one financial planning and management.

In 2012, one of Mr. Saenz's programs assisted over 45 producers in submitting loan requests for nearly five (5) million dollars. His assistance represents a total fee savings to the producers of over $135,000.00 or approximately $3,000.00 per producer. Vidal provides technical assistance to limited resource and socially disadvantaged agriculture producers on filing out loan requests from USDA Farm Service Agency and local commercial lending institutions. He provides outreach on USDA Farm Service Agency loan programs and he discovers and removes obstacles that prevent small farmer's full participation in FSA's loan programs.

Mr. Saenz also published news articles in 2012 in four Rio Grande Valley newspapers and the regional magazines, "The Gulf Coast Cattlemen" and "AgriLife Today". As a result of the publication in the regional magazines, his articles were picked up by several other newspapers in the state.

Mr. Saenz has done an outstanding job addressing and servicing the needs of farmers and ranchers in the Rio Grande Valley. He has worked with Extension clients in Hidalgo, Cameron, Willacy, and Starr Counties helping them to not only obtain financing through USDA-Farm Services Agency but also assisting them in keeping and improving production and financial records to generate personal and farm financial statements.

Many of these producers qualify for financing through USDA-Farm Services Agency, but are not aware of their programs or are overwhelmed by the paperwork involved in the application. Mr. Saenz's program offers support in removing many of these obstacles that impede producers from applying and obtaining loans.

Mr. Saenz is truly an asset to the Cooperative Extension Program at Prairie View A&M University and his performance and impact merits recognition for his superior service.

Years of Service

5 Years	Rickey L. Mahaley Timothy K. Sandles Vida B. Harrison
10 Years	Grace Guerra-Gonzalez Crystal E. Wiltz Brandon C. Hawkins
15 Years	Carolyn J. Nobles
25 Years	B. Elaine Freeney
30 Years	Patricia A. Reed Willie R. DeWalt
35 Years	Neal Baines

Government Service Certificate

Carolyn J. Nobles 35 Years

PRAIRIE VIEW A&M UNIVERSITY

Cooperative Extension Program

Awards Committee

Ms. Dawn Burton, Chair
Health Coordinator
Family and Consumer Sciences

Mr. Neal Baines
Human Resources Officer-CEP
College of Ag & Human Sciences

Mrs. Sheila Randle
Administrative Assistant I
Family and Consumer Sciences

Mrs. Annette Bowdre
Administrative Assistant I
Family and Consumer Sciences

Dr. Velva McWhinney
Cooperative Ag. Research Center
Research Scientist

Ms. Kelley Redmon
Communications Specialist
College of Ag. & Human Sciences

PRAIRIE VIEW A&M UNIVERSITY

Prairie View, Texas

"It is the policy of the Cooperative Extension Program to ensure that consideration for awards is made without regard to race, religion, sex, age, disability, national origin or other non-merit factors."

2013 Administrator's Program Delivery Award

Lakeway Resort and Spa

Lakeway, TX

March 20, 2013

7:00 p.m.

Cooperative Extension Program
Prairie View A&M University

AI-39555 **Texas Agri-Life Extension Serv. 19. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Requesting approval to appoint a new Family Resources Agent, Andrea Valdez. The agent will commence employment as follows:

Agency/ Employer	Date of Employment
Texas A&M AgriLife Extension Service (under a one month training program)	August 1, 2013
Hidalgo County Extension Services office	September 1, 2013

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

The CEA-FR Agent position (Slot#A008) is funded through the state and supplemented (supplemental pay object 117 & auto allowance object 118) through Hidalgo County. This position is an existing position/vacancy in the Texas Agrilife Extension Office.

See adopted salary schedule for funding.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	07/05/2013 11:16 AM
Olga Garza	Olga Garza	07/11/2013 04:35 PM
Rosalinda Cantu	Rosie Cantu	07/12/2013 11:25 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Nora Linda Cruz Started On: 07/03/2013 02:02 PM

Final Approval Date: 07/12/2013

AI-39473 **WIC 20. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Norma Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Requesting approval to pay water deposit to the City Of Pharr in the amount of $150.00, for the Las Milpas WIC Clinic, 125 E. Las Milpas Rd. Ste. E. Pharr,Tx 78577, with authority for County Treasurer to issue check after review, audit and processing by the County Auditor has been completed.

BACKGROUND

City of Pharr Public Utilities Rates
Las Milpas Water Deposit
3.1292.441.00.350.001.3.411

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3.1292.441.00.350.001.3.411

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

BUDGETARY IMPACT:

Funds available as of 7/3/2013.

Attachments

City of Pharr

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/01/2013 10:06 AM
Obdett Calzada	Obdett Calzada	07/03/2013 01:24 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Margarita Gonzalez Started On: 06/28/2013 10:25 AM

Final Approval Date: 07/12/2013

City of Pharr

- Facebook
- Twitter
- YouTube

- Departments

You are here: Home » Departments » Public Utilities » **Billing & Online Payment**

Billing & Online Payment

UTILITY BILLING DEPARTMENT

PAY YOUR BILL HERE

The Utility Billing Department's main responsibility is to bill and collect for water service, sewer service, sanitation service and provide quality customer service to the residents of Pharr.

The Utility Billing Department sends out bills once a month via mail. The residents may make payment at: City Hall, 118 S. Cage 1st floor, at our drive-thru at the same address, at a payment substation (listed at the bottom of this page) or mail in their payment to: Utility Department, PO Box 1729, Pharr, TX 78577.

NEW: Monthly Sanitation Service Rates Increase Effective March 1, 2013

Click link for more information and to read ordinance Sanitation Service Rates O-2013-09

Disconnection of Water Service

Disconnection of service can be made in person, by mail, fax or email. Just fill out the Cut-Off Request form and send it with a copy of a picture ID of the account holder. Please make sure to include a forwarding address in your request.

Mail to: City of Pharr – Billing, P.O. Box 1729 – Pharr, TX 78577

Fax to: (956) 784-7672

Email to: ysenia.villarreal@pharr-tx.gov

RESIDENTIAL UTILITY RATES

WATER

Base Fee **Water Rate**

Meter Size	
5/8″ or 3/4″	$16.50
1″	$16.50
1.5″	$16.50
2″	$26.00
3″	$36.00
4″	$55.00
6″+	$90.00

$1.65 per 1000 gallons	0-19,999
$1.70 per 1000 gallons	20,000+

Sewer

Base Fee = $15.00

Sewer Rate = $0.98 per 1000 gallons as of 11/01/2008

Senior Citizens

Base Fee		Rate
Water	$7.50	$1.49 per 1000 gallons
Sewer	$6.50	$0.61 per 1000 gallons

COMMERCIAL UTILITY RATES

Base Fee **Water Rate**

Meter Size	
5/8″ or 3/4″	$22.50
1″	$22.50
1.5″	$22.50
2″	$26.00
3″	$36.00
4″	$55.00
6″+	$90.00

$1.70 per 1000 gallons	0-19,999
$1.85 per 1000 gallons	20,000+

Sewer

Sewer Base Fee = $22.97

Sewer Rate = $1.30 per 1000 gallons as of 11/01/2008

Water Meters

5/8″ or ¾” = $ 450.00
1” = $ 700.00
1½”= $ 1,050.00
2” = $ 2,000.00
3″ = $ 3,750.00
4” = $ 5,300.00
6” = $ 6,100.00

Water Meter Fees – Outside City Limits

Sewer Taps

Residential = $ 550.00
Multi-family (duplex, triplex, fourplex)= $ 1,500.00
Commercial = $ 2,000.00
Apartment House = $ 3,000.00

Sewer Tap Fees – Outside City Limits

Meter Deposit
Residential: $ 100.00
Commercial: $ 150.00
Renters: $ 150.00

Traveling Meters

$ 325.00 Deposit & $ 30.00 installation fee

Office Hours:
Monday – Friday
8:00 a.m. – 5:00 p.m

Please refer to the Staff Directory for Finance Department staff.

Drive-Thru Hours:
Monday – Friday
7:30 a.m. – 6:00 p.m

Mailing Address:

Utility Dept.
PO Box 1729
Pharr, TX 78577
Tel:(956) 702-5300

Payment Substations:

Guzman's Insurance	**Junior's Supermarket**
300 E Expressway 83 Suite D	**6501 S Cage Blvd**
Pharr, TX 78577	**Pharr, TX 78577**
Monday – Friday	**Monday-Sunday**
8:30 a.m. – 5:30 p.m	**700 a.m. – 10:00 p.m**

© Copyright 2013 City of Pharr
118 S. Cage Blvd. · Pharr, TX · 78577
Phone: (956) 402-4000 · Fax: (956) 402-4001

AI-39634 **Precinct #1 21. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Consideration and approval to purchase easement on a certain tract of land described as Parcel J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 and 5 for the Delta West Subdivision Drainage Improvement Project.

2. Consideration and approval on "Waiver of Appraisal Report" on a certain tract of land described as Parcel No.1 – J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 and 5 for the Delta West Subdivision Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-220-0-731

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

BUDGETARY IMPACT:

Available balance as of 7-12-13 $2,500.00

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 09:47 AM
Manuel Chapa	Manuel Chapa	07/12/2013 04:43 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Marcie Jackson Started On: 07/10/2013 02:05 PM

Final Approval Date: 07/12/2013

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

PAY-MEMO

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Attn: Katia Garcia, Accountant

From: **Danny Guzman, ROW Agent** D.G.
Hidalgo County Precinct No. 1

Date: **July 09, 2013**

Re: **Parcel 1, J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 & 5**
Easement for Drainage Line Purposes

Commissioner Cuellar,

Attached, please find a copy of "waiver of appraisal report", "letter of sale", "purchase of drainage easement cost estimate", "appraisal district land value", and a copy of the title report by Frank Flores and Martha Flores, landowners on the above mentioned parcel. Please process for payment a check to Frank Flores and Martha Flores in the amount of $1,500.00 (one thousand five hundred dollars and zero cents), **for the purchase of this easement. The original deed will be held by our department and recorded as soon as payment to the landowners is processed.**

Please process payment from Account #3-1200-431-00-121-220-0-731, that has been set up for this project.

Commissioners Court approved this project for acquisition on July 09, 2013.

Approved _____
A.C. Cuellar, Jr., Commissioner

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

FRANK & MARTHA FLORES
20536 N. FM 493
Edinburg, Texas 78542

May 01, 2013

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Re: Easement for Drainage Line Purposes

Dear Judge Garcia,

I am under the understanding that The County of Hidalgo is in the process of doing Paving and Drainage improvements to the Delta West Subdivision. What I understand is that The County of Hidalgo plans to construct and maintain a permanent drainage line across my property. I am willing to sell the proposed drainage line easement to The County of Hidalgo for the amount of $1,500.00 (one thousand five hundred dollars & no cents).

If any questions, please call me at (956) 414-4447.

Thank you,

Frank Flores Frank Flores

April 29, 2013

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Re: Delta West Subdivision – Parcel #1 **(Partial Taking of Land - Waiver of Appraisal Report)**

Dear Judge Garcia:

We, Frank and Martha Flores, are aware that the County of Hidalgo plans to construct and maintain a permanent drainage line in, along, upon and across said premises described in Exhibit "A" to provide better drainage for the residents of Delta West Subdivision. The construction plans for the drainage line easement will involve the acquisition of a portion of our property located at 20536 N. FM 493, Edinburg, Texas 78542-5254. A 0.086 of an acre tract of land out of Lots 4 & 5, J.C. Engelman Subdivision, Sections 262 and 263, Tex-Mex Railway Survey, Hidalgo County, Texas, according to the map or plat Thereof recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas. We understand that we are entitled to receive compensation for the County's acquisition of the necessary property.

The County is responsible for, 1) to obtain an independent appraisal report which will establish the compensation value associated with the acquisition, 2) for making payment to us for the acquisition of that portion of property.

It is our desire, as indicated by our signature below, to receive $1,500.00 (One Thousand Five Hundred Dollars) for the portion of our property needed for Drainage Line Easement for the Delta West Subdivision drainage improvements. **So that the County does not have to incur the cost of preparing an appraisal report, we hereby relieve the County from its obligation to prepare or obtain an appraisal report.**

Signed: Frank Flores — 6-19-13
Frank Flores — Date

Signed: Martha Flores — 6-19-13
Martha Flores — Date

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 19 day of June, 2013, by Frank Flores and Martha Flores.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

DRAINAGE EASEMENT PURCHASE
COST ESTIMATE

Parcel #1 – J.C. Engleman Subdivision, Sections 262-263, Lots 4 and 5

1.	Appraisal Report -	one (1)	-	$2,000.00
2.	Review Appraisal Report	one (1)	-	$ 450.00
3.	Acquisition of Drainage Easement		-	$2,827.50

a) Hidalgo County Appraisal District land value - $65,758.00
b) Acquiring 0.086 of an acre / 0.086 X $65,758.00 = $5,655.00
c) Purchase Easement at 50% value of $5,655.00 = $2,827.50

4.	Title Company – closing fees		-	$1,000.00

TOTAL COST - $6,277.50

Hidalgo CAD

Property Search Results > 296656 FLORES FRANK & MARTHA for Year 2012

Property

Account

Property ID:	296656	Legal Description:	TEX-MEX SURVEY S4.52AC LOT 4 & SW 1.35AC LOT 5 EXC SE 0.99AC SEC 262 & 263 4.88AC NET
Geographic ID:	T2100-00-262-0004-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	FM 493 & ROGERS RD TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	FLORES FRANK & MARTHA	Owner ID:	962599
Mailing Address:	20536 N FM 493 EDINBURG, TX 78542-5254	% Ownership:	100.0000000000%
		Exemptions:	HS, OV65

Values

(+) Improvement Homesite Value:	+	$74,840	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$65,758	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$140,598	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$140,598	
(–) HS Cap:	–	$41,050	
(=) Assessed Value:	=	$99,548	

Taxing Jurisdiction

Owner: FLORES FRANK & MARTHA
% Ownership: 100.0000000000%
Total Value: $140,598

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	$140,598	$99,548	$0.00	
DR1	DRAINAGE DISTRICT #1	0.075000	$140,598	$99,548	$74.66	
FD2	EMS DIST #02	0.036100	$140,598	$99,548	$35.94	
GHD	HIDALGO COUNTY	0.590000	$140,598	$84,548	$498.83	$533.93
JCC	SOUTH TEXAS COLLEGE	0.150700	$140,598	$99,548	$134.93	$134.93

R01	ROAD DIST 01	0.000000	$140,598		$99,548	$0.00	
SEB	EDINBURG ISD	1.239800	$140,598		$69,098	$798.93	$798.93
SST	SOUTH TEXAS SCHOOL	0.049200	$140,598		$99,548	$48.98	
W06	ENGLEMAN IRRG WATER DISTRICT	0.230000	$140,598		$79,548	$182.96	
	Total Tax Rate:	2.370800					

Taxes w/Current Exemptions: $1,775.23

Taxes w/o Exemptions: $2,360.08

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 2146.0 sqft **Value:** $74,840

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKFA	DBRK	1983	2146.0
POR	PORCH (COVERED)	BRKFA		1983	148.0
PAT	PATIO	BRKFA		1983	280.0
GAR	GARAGE	BRKFA		1983	720.0
STG	STORAGE	*		1983	128.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	4.8800	212572.80	0.00	0.00	$65,758	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	$74,840	$65,758	0	140,598	$31,095	$109,503
2012	$74,840	$65,758	0	140,598	$41,050	$99,548
2011	$69,807	$20,691	0	90,498	$0	$90,498
2010	$69,807	$20,691	0	90,498	$0	$90,498
2009	$69,806	$20,691	0	90,497	$0	$90,497
2008	$69,806	$20,691	0	90,497	$0	$90,497
2007	$76,364	$20,691	0	97,055	$0	$97,055
2006	$76,137	$20,691	0	96,828	$0	$96,828
2005	$75,611	$20,691	0	96,302	$0	$96,302
2004	$72,253	$20,691	0	92,944	$0	$92,944
2003	$69,272	$20,691	0	89,963	$0	$89,963

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/18/1977 12:00:00 AM	CONV	CONVERSION	Unknown	FLORES FRANK	1522	226	
2	2/7/1970 12:00:00 AM	MCF	MARRIAGE CERTIFICATE	FLORES FRANK	FLORES FRANK &			50501

Tax Due

Property Tax Information as of 12/19/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TITLE REPORT
NO. 1522226

Prepared For: **HIDALGO COUNTY PCT. 1**
MR. JOEL QUINTANILLA, County Commissioner

C/O **HIDALGO COUNTY COLONIA ACCESS PROGRAM**
301 East State Street
Pharr, Texas 78577

ATTENTION: ***Ms. Marcie Jackson,***
Administrative Assistant IV

PROJECT NAME: | " DELTA WEST SUBDIVISION" |

GEOGRAPHIC ID: T2100-00-262-0004-00

I, **Jorge A. López**, hereby certify that after a careful search of the records and files in the office of **EDWARDS ABSTRACT AND TITLE CO.,** and the **OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS**, affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: A **5.90 Acre Tract** out of **Lot Four (4)** and **Five (5),** of the **J. C. ENGLEMAN SUBDIVISION**, of **Sections Two Hundred Sixty-two (262)** and **Two Hundred Sixty-three (263), of the Texas-Mexican Railway Company Surveys,** Hidalgo County, Texas, according to the map thereof recorded in **Volume 5, Page 38, Map Records**, Hidalgo County, Texas. Said **5.90 acre tract** of land being more particularly **described by metes and bounds** in a **Warranty Deed** recorded in **Volume 1522, Page 226, Deed Records**, Hidalgo County, Texas.
{See copy hereto attached}

SAVE AND EXCEPT:
A (0.51) acre tract of land conveyed from **Frank Flores** and wife **Martha Flores**, To: **Johnny Gomez,** and being more particularly **described by metes and bounds** in **Deed** recorded in **Volume 2798, Page 925, Official Records**, Hidalgo County, Texas.
{See copy hereto attached for a better description}

RECEIVED
DEC 27 2012
BY

A **(0.475) acre** tract of land conveyed from **Jeffrey David Parsons** and wife **Aurora Parsons,** To: **Homer Garcia,** and **Juana M. Garcia, described by metes and bounds** in a **Deed** recorded in the office of the County Clerk of Hidalgo County, Texas, **Document No. 1065627, Official Records**, Hidalgo County, Texas.
{See copy of Map hereto attached}

TITLE APPEARS TO BE VESTED IN: **FRANK FLORES** and wife,
MARTHA FLORES
20536 N. FM 493
Edinburg, Texas 78542-5254

Warranty Deed, dated **March 16, 1977,** recorded in **Volume 1522, Page 226, Deed Records**, Hidalgo County, Texas, from **Joe Salazar**, and wife **Esperanza Salazar,** To: **FRANK FLORES** and wife **MARTHA FLORES.**
{See copy hereto attached}

APPARENT LIEN HOLDER OF RECORD: None of Record

SUBJECT TO THE FOLLOWING :

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 5, Page 38, Map Records** of Hidalgo County, Texas.
{See copy hereto attached}

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.

Dedication to the use of the public the roadways shown on the map **OF THE J.C. ENGELMAN JR., RE-SUBDIVISION OF SURVEYS NOS. (262) AND (263), TEXAS-MEXICAN RAILWAY COMPANY,** recorded in **Volume 290, Page 530, of the Deed Records,** Hidalgo County,
{See copy hereto attached}

Statutory rights in favor of **ENGELMAN'S IRRIGATION DISTRICT,** pursuant to applicable sections of the Texas Water Code.

Restrictions as set forth in **Warranty Deed** from **J. C. Engelman, Jr.,** to **Elizabeth Hack**, dated **July 29, 1931,** recorded in **Volume 353, Page 101, Deed Records**, Hidalgo County, Texas.
[As to Lot 5]
{See copy hereto attached}

Restrictions as set forth in **Warranty Deed** from **J. C. Engelman, Jr.,** to **Charles F. Hack** and wife **Elizabeth Hack**, dated **March 19, 1936,** recorded in **Volume 416, Page 29, Deed Records**, Hidalgo County, Texas.
[As to Lot 4]
{See copy hereto attached}

Subject to an **Easement** from **Elizabeth Hack**, To: **HIDALGO COUNTY**, dated **March 15, 1946,** recorded in **Volume 582, Page 625, Deed Records**, Hidalgo County, Texas.
{Re: A strip of land (100') feet wide off the North side of Lots 4 & 5}
{See copy hereto attached}

Right-of-way Easement, dated **January 21, 1953,** recorded in **Volume 764, Page 262, Deed Records,** Hidalgo County, Texas, from **L. O. Vogelsang, Trustee**, To: **COUNTY OF HIDALGO.**
[As to Lot 4]
{See copy hereto attached}

Subject to any portion of the subject property described herein lying within canal right of way.

Easements for drain ditches crossing said property.

Visible and apparent easements on or across subject property.

SUBJECT TO THE FOLLOWING liens filed against persons of the same or similar names as record title holder or predecessor in title:

Abstract of Judgment recorded in the Office of the County Clerk of Hidalgo County, Texas, **Document No. 1625745, Official Records**, Hidalgo County, Texas, filed on **June 8, 2006**, in the amount of **$2,434.61, $981.94, $191.98 & $931.55,** plus interest, attorneys fees, costs and any other charges against **MARTHA FLORES,** pursuant to **Cause Number T-016-05-G**, styled **Pharr-San Juan-Alamo Independent School District, City of Pharr, South Texas College and Hidalgo County –vs- MARTHA FLORES.**
{See copy hereto attached}

Abstract of Judgment recorded in the Office of the County Clerk of Hidalgo County, Texas, **Document No. 2268316, Official Records**, Hidalgo County, Texas, filed on **December 28, 2011**, in the amount of **$2,908.07,** plus interest, attorneys fees, costs and any other charges against **FRANK FLORES,** pursuant to **Cause Number C482-11-2**, styled **SUPERIOR ALARMS –vs- FRANK FLORES dba Doctor's Care** 4901 Walnut St. McAllen, Texas 78501.
{See copy hereto attached}

As of the 12Th. Day of December 2012, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG, TEXAS 78539
PHONE NO.: (956) 383-4951 **FAX NO.: (956) 383-5443**
E-MAIL: stxland.lopez@gmail.com

JORGE A. LOPEZ/ Title Examiner
{ TCR CERTIFICATE NO. 2458135981700 }

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.

AI-39668 **Precinct #1 21. B.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Commissioner Cuellar **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and approval to appoint Antonio Lopez to the Emergency Services District #2 Board, for the term of July 1, 2013 thru December 31, 2014 pursuant to Texas Health and Safety Code Section 775.034

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Emergency Services District Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/11/2013 01:52 PM
Manuel Chapa	Manuel Chapa	07/12/2013 02:27 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Mari Gutierrez Started On: 07/11/2013 01:24 PM

Final Approval Date: 07/12/2013

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 775.001. DEFINITIONS. In this chapter:

(1) "Board" means the board of emergency services commissioners.

(2) "District" means an emergency services district created under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.002. LIBERAL CONSTRUCTION. This chapter and a proceeding under this chapter shall be liberally construed to achieve the purposes of this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.003. AUTHORIZATION. An emergency services district may be organized as provided by Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and by this chapter to protect life and health.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. CREATION OF DISTRICT

Sec. 775.011. PETITION FOR CREATION OF DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) Before a district located wholly in one county may be created, the county judge of that county must receive

the act or omission:

(1) is in the course and scope of the employee's or volunteer's duties for the district;

(2) takes place during the provision of emergency services;

(3) is not in violation of a statute or ordinance applicable to emergency action; and

(4) is not wilful or wantonly negligent.

(b) This section does not expand the liability of a district. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

(1) at least 18 years of age; and

(2) a resident citizen of the state and:

(A) a qualified voter within areas served by the district; or

(B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to [redacted] a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 1, eff. September 1, 2007.

Sec. 775.0345. ELECTION OF BOARD IN CERTAIN POPULOUS COUNTIES. (a) This section applies only to a district located wholly in a county with a population of more than three million.

(b) The governing body of a district consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (h), emergency services commissioners serve four-year terms.

(c) After a district is created, the county judge shall establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(d) To be eligible to be a candidate for emergency services commissioner, a person must be at least 18 years of age and a resident of the district.

(e) A candidate for emergency services commissioner on an initial board must give the county clerk a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services commissioner. On receipt of the notice, the county clerk shall have the candidate's name placed on the ballot.

(f) The county clerk shall appoint an election judge to certify the results of the election.

(g) After the election is held, the county clerk or the clerk's deputy shall prepare a sworn statement of the election costs incurred by the county. The statement shall be given to the newly elected board, which shall order the appropriate official to reimburse the county for the county's election costs.

(h) The initial emergency services commissioners' terms of office begin 30 days after canvassing of the election results. The two commissioners who received the fewest votes serve a term that expires on December 31 of the second year following the year in which the election was held. The other emergency services commissioners serve terms that expire on December 31 of the fourth year following the year in which the election was held.

(i) The board shall hold the general election for commissioner every two years on an authorized uniform election date as provided by Chapter 41, Election Code. The board may change the election date from one authorized election date to another

authorized election date and shall adjust the terms of office to conform to the new election date.

(j) Subchapter C, Chapter 146, Election Code, applies to a write-in candidate for emergency services commissioner under this section in the same manner it applies to a write-in candidate for a city office under that subchapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 2, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 454, Sec. 1, eff. January 1, 2010.

Sec. 775.035. ELECTION OF BOARD IN DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) The governing body of a district located in more than one county consists of a five-person board of emergency services commissioners elected as prescribed by this section. Except as provided by Subsection (g), emergency services commissioners serve four-year terms.

(b) After a district located in more than one county is created, the county judges of each county in the district shall mutually establish a convenient day provided by Section 41.001, Election Code, to conduct an election to elect the initial emergency services commissioners.

(c) To be eligible to be a candidate for emergency services commissioner of a district located in more than one county, a person must be at least 18 years of age and a resident of the district.

(d) A candidate for emergency services commissioner must give the county clerk of each county in the district a sworn notice of the candidate's intention to run for office. The notice must state the person's name, age, and address and state that the person is serving notice of intent to run for emergency services

Added by Acts 2011, 82nd Leg., R.S., Ch. 1097, Sec. 1, eff. September 1, 2011.

Sec. 775.040. FEES FOR PROVIDING SERVICES. A district, or a person authorized by contract on the district's behalf, may charge a reasonable fee for emergency services performed for or on behalf of a person or entity, including a fee for responding to a false alarm or for a fire code inspection.

Added by Acts 1997, 75th Leg., ch. 392, Sec. 4, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 9, eff. Sept. 1, 1999.

Sec. 775.041. FEE PAYMENT AND COLLECTION. (a) A fee imposed by a district under Section 775.040 must be paid within a reasonable amount of time as established by the district.

(b) If the fee has not been paid in the amount of time established by the district, the district may collect the fee by filing a complaint in the appropriate court of jurisdiction in the county in which the district's principal office or meeting place is located.

(c) If the district prevails in any suit to collect the fee, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the district in the suit. The court shall determine the amount of the attorney's fees.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Sec. 775.042. REMOVAL OF BOARD MEMBER BY BOARD. (a) A board may remove a member if:

(1) the member is absent from more than half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year without an excuse approved by a

majority vote of the board; and

(2) the other members of the board unanimously vote to remove that member.

(b) Not later than the 30th day after the date of a vote to remove a member under Subsection (a), that member may file a written appeal for reinstatement to the commissioners court of the county in which a single-county district is located or, if the district is located in more than one county, the commissioners court of the county where the member resides. The court may reinstate the member if it finds the removal unwarranted after considering:

(1) a reason for an absence;

(2) the time and place of a missed meeting;

(3) the business conducted at a missed meeting; and

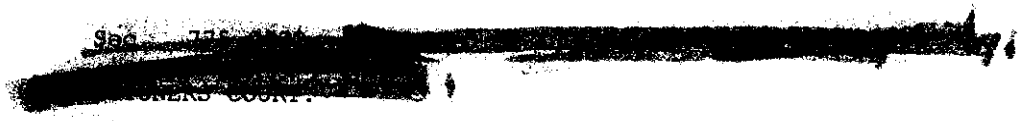
(4) any other factors or circumstances the court considers relevant.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 1999, 76th Leg., ch. 496, Sec. 10, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 3, eff. June 19, 2009.



(a) This section does not apply to a district unless the commissioners court of the county in which the district is located adopts this section by resolution.

(a-1) This section applies only to an appointed board member. This section does not apply to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) The commissioners court of the county in which a district is located, by an order adopted by a majority vote after a hearing, may remove a board member for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code; or

(3) misconduct, as defined by Section 178.001, Local Government Code.

(b-1) Section 551.0745, Government Code, applies to a deliberation regarding a removal of a board member in the same manner as that section applies to a deliberation regarding a dismissal of a member of an advisory body.

(c) Not later than the 30th day before the date on which the hearing is held, a commissioners court seeking removal under this section must:

(1) notify the board members that it is considering that action; and

(2) provide the board member with an opportunity to show cause why the board member should not be removed.

(d) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2009, 81st Leg., R.S., Ch. 308, Sec. 2, eff. June 19, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 1, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 116, Sec. 2, eff. May 21, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 7, eff. June 17,

2011.

Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 8, eff. June 17, 2011.

Sec. 775.0423. REMOVAL OF ELECTED BOARD MEMBER. (a) This section applies only to a board member who:

(1) is elected; or

(2) is appointed to fill a vacancy in an elected board member position.

(b) A board member may be removed using the procedures provided by Chapter 87, Local Government Code, for:

(1) incompetency, as defined by Section 87.011, Local Government Code;

(2) official misconduct, as defined by Section 87.011, Local Government Code;

(3) intoxication, as described by Section 87.013, Local Government Code; or

(4) misconduct, as defined by Section 178.001, Local Government Code.

(c) The validity of a board action is not affected because it is taken when a ground for removal of a board member exists.

Added by Acts 2011, 82nd Leg., R.S., Ch. 639, Sec. 9, eff. June 17, 2011.

Sec. 775.043. EXEMPTION FROM INVESTMENT TRAINING. (a) Section 2256.008, Government Code, does not apply to an officer or employee of a district created under this chapter.

(b) A district may invest funds only in the authorized investments set forth under Government Code Section 2256.009 (obligations of, or guaranteed by governmental entities), 2256.010 (certificates of deposit and share certificates), or 2256.016 (investment pools), unless the treasurer, chief financial officer

(if not the treasurer), and the investment officer of the district attend and successfully complete the training requirements under Section 2256.008, Government Code.

Added by Acts 1999, 76th Leg., ch. 914, Sec. 1, eff. June 18, 1999. Renumbered from Health & Safety Code Sec. 775.041 by Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(80), eff. Sept. 1, 2001.

Sec. 775.044. VACANCY ON BOARD OF DISTRICT LOCATED IN MORE THAN ONE COUNTY. (a) Not later than the 90th day after a board vacancy for a district located in more than one county occurs, the remaining board members shall appoint a person to fill the unexpired term.

(b) If the board has not filled the vacancy before the 91st day after the date of the vacancy, the commissioners court of the county where the previous board member resided shall appoint a person to fill the vacancy.

(c) A person appointed under this section must be eligible to serve under Section 775.035.

Added by Acts 2005, 79th Leg., Ch. 384, Sec. 2, eff. September 1, 2005.

Sec. 775.0445. VACANCY ON BOARD OF DISTRICT LOCATED IN CERTAIN POPULOUS COUNTIES. (a) In this section, "vacancy" means a vacancy in the office of director that occurs for any reason, including an office that is vacant because:

(1) a director was disqualified under Section 775.0355; or

(2) no candidate filed for election to the office.

(b) This section applies only to a district located wholly in a county with a population of more than three million.

(c) Not later than the 90th day after a board vacancy occurs, the remaining board members shall appoint a person to fill the

AI-39675 **Precinct #2 22. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Raul Silguero Jr. **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Rescind action taken on 06/25/13 on AI#39401 that approved Interlocal Agreement between The City of Alamo and The County of Hidalgo, TX

2. In Accordance with Section 791.014 of the Texas Government Code, requesting approval to reconstruct a portion of Cesar Chavez Road in Alamo, TX.

3. Approval of Interlocal agreement between the City of Alamo and the County of Hidalgo, TX to negotiate the acquisition of real property required for the reconstruction of Cesar Chavez Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

interlocal

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 09:00 AM
Olga Garza	Olga Garza	07/12/2013 03:22 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Angela Garcia Started On: 07/11/2013 03:32 PM

Final Approval Date: 07/12/2013

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALAMO AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 17th day of July, 2013, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as **"City"** and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as **"County"** pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County each pursuant to its statutory and constitutional authority are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, City and County desire to reconstruct Cesar Chavez Road from Carroll Road to South Business 83 (the "Road");

WHEREAS, County and City recognize that the first step in making desired improvements to the Road is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, County has determined that County will receive benefit from the future improvement to the Road; and

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of City with City's consent.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County, through Precinct No. 2, shall assist City in the acquisition of six (6) parcels of real property required for the reconstruction of the Road by negotiating the acquisition of said parcels.

2. The acquisition cost for said six (6) parcels and any related expenses shall be the sole responsibility of City.

3. Should condemnation proceedings become necessary for acquisition of right-of-way within City's corporate city limits, City's staff will assume all condemnation proceedings and financial responsibility for said proceedings including, but not limited to attorney's fees.

4. The County agrees it is in its best interest to provide such assistance to City as described herein, as such Road serves as a connecting link and integral part of the County road system.

5. City, pursuant to Texas Transportation Code Section 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

6. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

8. Conflict of Applicable Law. 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 their 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 contract, 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.

9. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Entire Agreement. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 City:	City of Alamo Attn: Luciano Ozuna, Jr., City Manager 420 North Tower Rd Alamo, Texas 78516
If to County:	County of Hidalgo, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With Copies to:	Commissioner Precinct 2 Attn: Hector "Tito" Palacios, Commissioner 300 West Hall Acres, Suite G Pharr, Texas 78577

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 United States mall.

13. Additional 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.

14. Successors. 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.

15. Assignment. This Agreement shall not be assignable.

16. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. Authority to Execute. The execution and performance of this Agreement by City and

County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. Commitment of Current Revenues Only. 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 Agreement, then any party may terminate this Agreement 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 the Texas Local Government Code Section §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALAMO

Diana Martinez, Mayor

ATTEST:

City Manager

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Rene Guerra
By:_____
Michael L. Garza
Assistant District Attorney

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code Section 791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct Cesar Chavez Road from Carroll Road to Business 83 (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, and Hidalgo County.

By vote on _____, 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney

By: _____
Michael L. Garza
Assistant District Attorney

Jaime Salinas

From: Michael Garza [michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, July 09, 2013 3:57 PM
To: 'Jaime Salinas'
Subject: RE: Inter Local City of Alamo
Attachments: City of Alamo Parcels and Rd Maintenance - final - 1.pdf

I have made the changes requested, and approve as to form.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Jaime Salinas [mailto:jaime.salinas@co.hidalgo.tx.us]
Sent: Tuesday, July 09, 2013 3:49 PM
To: michael.garza@da.co.hidalgo.tx.us
Subject: RE: Inter Local City of Alamo

Michael,

Sorry to bother you again Michael on this issue but on page 4 can you please change where it shows it being attested by the City Secretary to City Manager

Thanks;

Jaime Salinas
Precinct 2
ROW Agent
300 W. Hall Acres
Pharr, Texas 78577
956.787.1891
C: 956.207.9298

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]

AI-39706 **Budget and Management 23. A.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2010 A&B (1342):
Approval of 2013 appropriation of funds from Certificates of Obligation 2010 A&B unreserved fund balance to program (035) Courthouse Facility in the amount of $88,093.18

BACKGROUND

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** 3-1342-419-40-125-035-0-720

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

BUDGETARY IMPACT:

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Rolando Garcia Started On: 07/12/2013 05:02 PM

Final Approval Date: 07/12/2013

DATE: July 12, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept of Budget and Management

ACCOUNT NUMBER: 3-1342-419-40-125-035-0-720

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

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
3-1342-419-40-125-035-0-720	CO2010A&B-COURTHOUSE-BUILDINGS	$88,093.18
	TOTAL BUDGET INCREASE (DECREASE)	$ 88,093.18

REASON: Appropriation for additional funds to County Couthouse Facility - AI-39647 CC 07/17/13

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39556 **Purchasing Department 24. A. 1.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (STX Snacktime Vending Co.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Vending Machine Services" RFB No. 2013-066-06-26-SMA.

BACKGROUND

1. Contract will commence on 07/16/13
3. Contract document was reviewed and approved as to form by legal counsel 07/03/13

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

project will generate revenues

Attachments

Participation, tabulation, contract document

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/09/2013 06:45 PM
Budget & Management	Obdett Calzada	07/10/2013 08:58 AM
Manuel Chapa	Manuel Chapa	07/12/2013 04:03 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Sandra Montalvo Started On: 07/03/2013 02:02 PM

Final Approval Date: 07/12/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

RFB DATE & TIME: ***JUNE 26, 2013 @ 9:30 A.M.***

DEPARTMENT/RFB DESCRIPTION: ***HIDLAGO COUNTY-Vending Machines Services***

RFB NO.: ***2013-066-06-26-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)	MAROON VENDING Attn: Eddie Morin	EM	Sandra Montalvo	06/10/13	3005 Yellowhammer Ave McAllen, TX 78504 956-739-0977 itseddie@yahoo.com
2)	STX SNACKTIME VENDING COMPANY Attn: Edgar Vargas & Elías Hernandez	EM	Sandra Montalvo	06/10/13	520 E. Cedar Ave Suite E McAllen, Tx 478501 snacktimevendingcompany@gmail.com] 956-537-1601
3)	CDS Vending Paul Wiley, D.B.A.	EMR	Sandra Montalvo	06/1/13	Carl Sheperd at 214-695-5026 or contact me at 214-577-7085. P.O. Box 703851 Dallas, Tx, 75370
4)	ICANTEEN SERVICES Alejandro Garcia	IP	Sandra Montalvo	06/20/13	3530 Prestwick St. Edinburg, Tx 78542 956-587-7749 icanteenservices@gmail.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET	
DEPARTMENT NAME: ***HIDALGO COUNTY –Vending Machine Services"***	
BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2013-066-06-26-SMA	**BUYER: Sandra Montalvo**
NAME OF COMPANY	**ACKNOWLEDGEMENT RECEIPT**
1) STX SNACKTIME VENDING , MCALLEN, TX	√
2)	
3)	
4)	

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: ***HIDALGO COUNTY –Vending Machine Services"***

BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2013-066-06-26-SMA	**BUYER: Sandra Montalvo**

PRODUCTS		PARTICIPATING VENDORS **STX Snacktime Vending Company LLC D/B/A SNACKTIME VENDING MCALLEN, TX**
SOFT DRINK	12 oz. can	**$.75**
	20 oz. bottle	**$1.40**
BOTTLED WATER	12 oz.	**$.75**
	20 oz.	**$1.40**
SPORTS DRINK	12 oz.	**-------**
	20 oz. bottle	**$1.50**
JUICES	oz. can	**-------**
	16 oz. bottled	**$1.50**
CHIPS	small bag	**$.70**
	large bag	**$.85**
COOKIES		**$.75**
CRACKERS		**$.60**
POPCORN		**$1.00**
PASTRIES		**$1.00**
GUM & MINTS		**$.50**
CANDY & OTHER BARS		**$.90**
VENDOR AGREES TO PAY HIDALGO COUNTY % COMMISSION RATE (monthly gross sales)		**11%**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revew & Approve - Contract #C-13-066-07-16-STX SNACKTIME VENDING CO-HID CO.

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Wed, Jul 03, 2013 10:16 AM

1 attachment

Subject : RE: Revew & Approve - Contract #C-13-066-07-16-STX SNACKTIME VENDING CO-HID CO.

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>, 'michael garza' <michael.garza@da.co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Letty,
I have reviewed and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, July 02, 2013 4:59 PM
To: josephine ramirez
Cc: Martha Salazar; Darlene H. Betancourt; Sandra Montalvo; michael garza
Subject: Re: Revew & Approve - Contract #C-13-066-07-16-STX SNACKTIME VENDING CO-HID CO.
Importance: High

Good afternoon, Ms. Josie-

Please review and approve as to form contract# **C-13-066-07-16** (attached hereto) with **STX SNACKTIME VENDING CO**. for the purposes of **"VENDING MACHINE SERVICES"** for **HIDALGO COUNTY.**

***Note: Will be placed on the next CC of 07/16/13 for final approval of bid award/contract.*

Please advise with your approval, as to place as backup as supporting documentation of the final agreement.

Thank you for your prompt attention and cooperation to this request.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Sent: Friday, May 17, 2013 11:49:23 AM
Subject: RE: Revew & Approve - Draft Legal Notice, Draft Specs& Draft Contract - Vending Machine Services - Hidalgo Co

Letty,

I made some revisions to the contract; please see the attached revised document (Specifically at paragraphs 3 & 6, and the signature line). Also, I noted a few typos on the specs:

Page 4, at paragraph H. Possession of Designated Premises – "annual" was spelled "annul"
Page 5, at paragraph N. Contract Term – "two" was spelled "to"

At paragraph G. of the specs, you can reference and attach (incorporate by reference) the County's escalation policy to address how conditions of market volatility will be handled.

Let me know if you have any further questions.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-066-07-16

THIS CONTRACT is made and entered into this **16TH** day of **JULY, 2013** by and between the **County of Hidalgo, Texas** ("County"), and **STX SNACKTIME VENDING** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Vending Machine Services" (on an as needed basis)** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for 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 the Request for Bids (RFB) Procurement Packet, 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** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet. The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. 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 any extension thereof, the services in accordance with the Request for Bids (RFB) Procurement Packet (the "Services"). 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 Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) years,** commencing, **JULY 16, 2013,** and expiring, **JULY 15, 2016,** 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. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

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 Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis** to the County as described in **Exhibit "A", Request for Bids (RFB) Procurement Packet, Specifications, #C-D, Page 4 of 9,** attached hereto and incorporated by reference herein; said commissions shall be payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539, and are due on or before the tenth (10^{th}) day of each month for the proceeding calendar month's commission.

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 prior to providing the Services.

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: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: STX Snack Time Vending
Attn: Edgar A. Vargas, Manager/Partner
520 East Cedar Avenue, Suite E
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. This Agreement may be terminated by County with or 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2013.

Approved by Commissioners' Court: _____, 2013

COUNTY OF HIDALGO

ATTEST:

By:_____
Hon. Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
STX SNACK TIME VENDING

By:_____
Printed Name: Edgar A. Vargas
Title: Manager /Partner

APPROVED AS TO FORM:
Office of Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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

"VENDING MACHINE SERVICES"

RFB NO: 2013-066-06-26-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A"- Specifications/Requirements**	**10**
4.	**Exhibit "B"- Bid Page**	**3**
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**

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

June 10, 2013
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 10, 2013

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: ***HIDALGO COUNTY***
Request for Bids -*"VENDING MACHINE SERVICES"*
Bid No*: 2013-066-06-26-SMA*

Dear Participant(s):

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, CPPB
Hidalgo County Purchasing Agent
MLS/sma

Enclosures

Bid No: 2013-066-06-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Vending Machine Services"

BID OPENING DATE: June 26, 2013 @ 9:30 a.m.

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

1. Sealed bids will be received for ***"HIDALGO COUNTY-VENDING MACHINE SERVICES"*** 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 believe 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 No.: 2013-066-06-26-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES*** and in 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, June 26, 2013.***

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 *RFB No. 2013-066-06-26-SMA-HIDALGO COUNTY-"VENDING MACHINE SERVICES"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 ninety (90) days from the scheduled time to open bids.

8. 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.

9. County reserves the right to accept or reject any or all bids.

10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost an remains responsible until County takes procession)

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 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.

13. 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.

14. **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

15. **PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):**

- Remittal of payment:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-***"HIDALGO COUNTY–VENDING MACHINE SERVICES"*** 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 Monitoring questions:

Sergio Cruz, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16. SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	**June 26, 2013**
Award of Contract	
Commence Work or Deliver Products	

17. 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.

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 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.

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 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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 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.

26. 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.

27. 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.

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 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
"VENDING MACHINE SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing 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: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Vending Machine Services"
RFB No. 2013-066-06-26-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

I. SCOPE OF WORK:

Hidalgo County is seeking bids for ***"VENDING MACHINE SERVICES"*** in accordance with the specifications/requirements specified herein and including all provisions set forth in the accompanying documentation to various County facilities. Hidalgo County's goal is to provide healthier vending machine alternative and limit the quantity of items deemed to have high fat or high sugar contests.

A. SPECIFICATIONS/REQUIREMENTS:

Performance-includes, but is not limited to the following:

1. Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.

2. Vendor shall fumish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.

3. County Purchasing Department reserves the right to approve all vending machines before installation and requires replacement, or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Vendor shall repair or replace such equipment at his expense.

4. Vendor shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.

5. **Vendor shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Vendor shall have vending machines at each facility filled by 9:00 a.m. each day.**

6. Vendor shall respond to calls for service or re-stocking of machines within 48 hours.

7. Vendor shall abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending service machines.

8. Vendor shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending service machines are used and/or food stuffs and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.

9. Vendor shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.

10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.

11. Except for utilities, vendor shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by vendor.

12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

13. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.

14. Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.

15. Vendor shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

16. Vendor shall provide an adequate number of personnel to properly service and stock vending machines.

17. Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.

18. Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.

19. Vendor should include a list of all types of food stuffs and drinks with proposed retail prices in his bid any available company brochures or product brochures should also be included.

20. Vendor should display a phone number on each machine for reporting any malfunctioning of the machine.

21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.

22. It is County's preference that vendor provide new machines to Hidalgo County and not used machines.

B. FOOD AND BEVERAGE OPERATIONS

1) All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.

2) Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation.

3) All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit

4) The areas surrounding all machines are to be kept clean and proper waste and/or recycling receptacles shall be provided in the immediate area.

All food vending machines must comply with the Texas Health and Safety Code Chapter 431, Code of Federal Regulations 229.211-229.222 and the Texas Administrative Code Title 25 part 1, Chapter 229 subchapters F and.N. Machines not complying with the above criteria or the State law shall be removed from service.

C. NUTRITION STANDARDS FOR VENDING MACHINE BEVERAGES AND SNACKS

1) ***Beverages:*** 25% of beverages offered in each vending machine shall be one or a combination of the following:
   a) Water
   b) Gatorade or (equivalent)
   c) Fruit based drinks containing at least 50% juice and no added caloric sweeteners.
   d) All other non-caloric beverages, including diet sodas

2) ***Snacks/Foods***: 25% of snacks/foods offered in each vending machine shall meet the following criteria:
   a) Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
   b) Not more than 10% of calories from saturated fat
   c) Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
   d) Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not have been processed with added sweeteners or fats
   e) At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "low sodium" (-140 mg per serving)
   f) At least one (1) 100 calorie snack

3) Consultation: Department of Health and Human Services will be available to consult with vendors on item placement in machines, healthy item identification strategies, and consumer outreach and education.

B. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility. A prospective bidder must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

C. PAYMENT/SUBMITTAL :

The Vendor will compensate the County for services specified herein and as delineated below:

The vendor will compensate the County with a commission of _____% of gross revenues after taxes (ex: $1.00-$0.08 sales tax= $0.92 x _____% = $_____ commission) from the operation of said equipment and the sales of snacks and beverages. Such payments shall be made to the County **on a monthly basis**; and a list of the variety of snacks and drinks that are offered. The awarded vendor shall pay County Treasurer, without demand, on or before the ***10th day of each month*** for the preceding calendar month. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. Pricing for items must specify the time period that rates will remain firm.

D. COMMISSIONS and PAYMENTS TO COUNTY:

Vendor shall submit separate **commissions' payments – monthly** to the Hidalgo County Treasurer's Department. Detailed report of sales revenue shall by machine, location, and time period shall also be attached. Mail to: Hidalgo **County Treasurer's Office,** 2810 **S. Business Hwy. 281, Edinburg, Texas 78539.** Vendors should keep the County Purchasing & Treasurer's Department advised of any changes in your addresses.

E. REASON FOR SERVICES:

The sole purpose in granting vending machines in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

F. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

G. SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All vend prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Vendors control. In such event, Vendor shall present appropriate documentation (refer below to Market Volatility) along with a request for vending cost changes to the Hidalgo County Purchasing Department. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

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) **Timeframe 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.

H. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annual the award and awards the contract to the next low bidder as it deems to be in the best interest of the County.

I. USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and public visitors.

J. SITE INSPECTION:

Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an bidder cannot furnish a sample of a item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

K. INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

2. Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.

3. Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.

4. Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

L. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined 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.

M. PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

N. CONTRACT TERM:

1. Contract initial term is for a period of three (3) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms 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

O. LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center 715 El Cíbolo Rd. Edinburg, Tx Contact: Juan Tapia 956-383-8114	**1**	**1**
2.	Hidalgo County Adult Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	**3**	**3**
3.	Hidalgo County Law Enforcement Center 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	**2**	**2**
4.	Hidalgo County Sheriff's Office (Motor Pool Service Center) 713 El Cíbolo Rd. Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	**none**	**1**
5.	Hidalgo County Juvenile Justice Center & 449th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	**1**	**1**
6.	Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	**1**	**3**
7.	Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	**2**	**1**
8.	Hidalgo County Election Department 101 S. 10th Edinburg, Tx Contact: Veronica Lopez 956-318-2571	**none**	**1**
9.	Hidalgo County Administration (ATRIUM) 100 East Cano 1st Floor Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
10.	Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
11.	Hidalgo County-430th Judicial District Court 111 S. 9th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	1
12.	Hidalgo County Drainage District (Shop) 800 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
13.	Hidalgo County Health & Human Services (Central Office) 1304 S. 25th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
14.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante/Mague González 956-383-6221	1	1
15.	Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	2
16.	Hidalgo County Precinct No. 1-(Road & Bridge Office) Mile 11 N. X Mile 1 ½ E. Sunset Park Mercedes, Tx 78570 Contact: 956-565-6900	1	1
17.	Hidalgo County Precinct No. 1 Administration Office & Tax Office 1902 Joe Stephens Ave. Weslaco, Tx Contact: Noe Montez 956-968-8733	2	2
18.	Hidalgo County Precinct No. 1 (Park's Office) 28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) Monte Alto, Tx 78596 Contact: Santiago Zavala/Anthony Webber 956-262-6585	1	1
19.	Hidalgo County Precinct No. 3 (LA MANSION) 2401 N. Moorefield Mission, Tx 78572	1	1
20.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop- Iowa & 107) 8310 W. Mile 7 Mission, Tx 78572 Contact: Norma Ceballos 956-585-4509	none	1
21.	Hidalgo County Precinct No. 4 (Admin.Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
22.	Hidalgo County Precinct No. 4 (Shop)	1	1

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
	1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112		
23.	Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
24.	Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
25.	Hidalgo County Community Center WIC & Health Clinics 230 N. 8th St. San Carlos, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
26.	Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
27.	Hidalgo County WIC Clinic 3001 N. 23rd Street, Suite 8 McAllen, Tx 78502 Contact: Mague Gonzalez 956-381-4646	**none**	**1**
	GRAND TOTAL	**23**	**34**

1) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

P. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

Q. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

R. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

S. OTHER TERMS & CONDITION AND REQUIREMENTS:

1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) The Insurance Requirements for the selected vendor are:
    1) General Liability
    2.) Automotive insurance
    3.) Workers Compensation (Refer **to Exhibit "C" for limits).**

3) Any contract awarded to a successful bidder will be in effect until;
    1.) The contract expires
    2.) Delivery acceptance of products and/or performance of services ordered, or
    3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

T. ADDITIONAL INFORMATION /QUESTIONSTO TERMS AND CONDITIONS:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo,2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) 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, JUNE 19, 2013 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, JUNE 21, 2013 by 5:00 p.m.**

3) 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.

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY _____% COMMISSION RATE (monthly gross sales)

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands:_____ _____	$ _____ 12 oz cans $ _____ 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottles
JUICES _____oz can _____oz bottle Brands:_____ _____	$ _____ oz can $ _____ oz bottle

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

2. SNACK ITEMS	
CHIPS (small & large bags) Brands:_____ _____	$ _____ small bag $ _____ large bag
COOKIES Brands:_____ _____	$ _____ each
CRACKERS Brands:_____ _____	$ _____ each
POPCORN Brands:_____ _____	$ _____ each
PASTRIES: Brands:_____ _____	$ _____ each
GUM & MINTS Brands:_____ _____	$ _____ each
CANDY BARS & OTHER BARS: Brands:_____ _____	$ _____ each

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

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 PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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.

Revised 03/11/11

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)	$
					PER & 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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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. December 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:
☐ 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 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 / TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: ***HIDALGO COUNTY –Vending Machine Services"***

BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2013-066-06-26-SMA	**BUYER: Sandra Montalvo**

PRODUCTS		PARTICIPATING VENDORS
		STX Snacktime Vending Company LLC D/B/A SNACKTIME VENDING MCALLEN, TX
SOFT DRINK	12 oz. can	**$.75**
	20 oz. bottle	**$1.40**
BOTTLED WATER	12 oz.	**$.75**
	20 oz.	**$1.40**
SPORTS DRINK	12 oz.	**-------**
	20 oz. bottle	**$1.50**
JUICES	oz. can	**-------**
	16 oz. bottled	**$1.50**
CHIPS	small bag	**$.70**
	large bag	**$.85**
COOKIES		**$.75**
CRACKERS		**$.60**
POPCORN		**$1.00**
PASTRIES		**$1.00**
GUM & MINTS		**$.50**
CANDY & OTHER BARS		**$.90**
VENDOR AGREES TO PAY HIDALGO COUNTY % COMMISSION RATE (monthly gross sales)		**11%**

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY 11 **% COMMISSION RATE (monthly gross sales)**

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands: Pepsi cola classic, diet pepsi, Mountain dew, Manzanita Sol, Sierra Mist, Crush, Dr. pepper. Iced tea. w/ Lemon	$ .75 12 oz can $ 1.40 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands: Aquafina. - Propel waters	$ .75 12 oz cans $ 1.40 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands: Gatorade. - Sobe drinks	$ 12 oz can $ 1.50 20 oz bottles
JUICES ____ oz can 16 oz bottle Brands: Tropicana.	$ oz can $ 1.50 oz bottle

EXHIBIT "B"
Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

2. SNACK ITEMS		
CHIPS (small & large bags) Brands: Frito lay (cheetos- Hot cheetos, Doritos, Lays, Lays Limon, Ruffles Queso, Baked Lays chips. Ms. Vickys chips, Pork Skins (El sabroso), Gardettos, Veggie chips	$ .70 $ .85	small bag large bag
COOKIES Brands: Famous Amous chocolate Chips, keebler Peanut Butter cookies, keebler Fudge Stripes	$ .75	each
CRACKERS Brands: Lance. Cookie, Assorted flavors (chocolate Peanut Butter, Cheddar cheese, Captain Wafers Jalapeño Cheddar.	$ .60	each
POPCORN Brands: Lance Cheddar cheese.	$ 1.00	each
PASTRIES: Brands: Mr. Freshley's chocolate cup cakes. Cloverfield. Bakery Big Texas Cinnamon Roll. Cheese Danish, Cherry Cheese, Honey Buns, Donuts	$ 1.00	each
GUM & MINTS Brands: Wrigley's gum. Double mint. Winterfresh Spearmint, Big Red.	$ .50	each
CANDY BARS & OTHER BARS: Brands: Snickers. M&M Candy-Peanut, Aldmonds Pistachious, 3 musketers, kitkat. Peanuts (planters)	$ .90	each

EXHIBIT "B"
Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

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: Stx Snacktime Vending Company LLC dba Snacktime Vending

ADDRESS: 520 E. Cedar Ave Suite E McAllen TX 78501

CITY/STATE/ZIP CODE: McAllen TX. 78501

PHONE & FAX NO.'S: 956-537-1601

CELLULAR PHONE: 956-537-1601 - 627-5364 (fax)

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Edgar Vargas.

TITLE: Manager.

EMAIL: snacktimevendingcompany@gmail.com.

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2013

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : Texas Mutual	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
STX SNACK TIME VENDING
520 E CEDAR AVE
MCALLEN, TX 78501

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	Y	N	90-B7-M790-5	01/11/2013	01/11/2014	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY	Y	N	175 3128	02/17/2013	08/17/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X]						BODILY INJURY (Per accident)	$	
	HIRED AUTOS [X] NON-OWNED AUTOS [X]						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	0001241354	08/16/2012	08/16/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIDALGO COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.
VEHICLE INFO:

2002 FORD E350	1995 ISUZU TRUCK
2001 ISUZU BOX TRUCK	2001 DODGE PICKUP
2007 ISUZU NPR BOX TRUCK	2009 GMC SAVANNA
2001 ISUZU BOX TRUCK	

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 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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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-066-07-17

THIS CONTRACT is made and entered into this **17TH** day of **JULY, 2013** by and between the **County of Hidalgo, Texas** ("County"), and **STX SNACKTIME VENDING COMPANY, L.L.C.** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Vending Machine Services" (on an as needed basis)** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for 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 the Request for Bids (RFB) Procurement Packet, 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** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet. The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. 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 any extension thereof, the services in accordance with the Request for Bids (RFB) Procurement Packet (the “Services”). 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 Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) years,** commencing, **JULY 17, 2013,** and expiring, **JULY 16, 2016,** 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. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

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 Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis** to the County as described in **Exhibit "A", Request for Bids (RFB) Procurement Packet, Specifications, #C-D, Page 4 of 9,** attached hereto and incorporated by reference herein; said commissions shall be payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539, and are due on or before the tenth (10^{th}) day of each month for the proceeding calendar month's commission.

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 prior to providing the Services.

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: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: STX Snack Time Vending
Attn: Edgar A. Vargas, Manager/Partner
520 East Cedar Avenue, Suite E
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. This Agreement may be terminated by County with or 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2013.

Approved by Commissioners' Court: _____, 2013

COUNTY OF HIDALGO

ATTEST:

By:_____
Hon. Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
STX SNACK TIME VENDING

By:_____
Printed Name: Edgar A. Vargas
Title: Manager /Partner

APPROVED AS TO FORM:
Office of Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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

"VENDING MACHINE SERVICES"

RFB NO: 2013-066-06-26-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A"- Specifications/Requirements**	**10**
4.	**Exhibit "B"- Bid Page**	**3**
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**

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

June 10, 2013
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 10, 2013

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: ***HIDALGO COUNTY***
Request for Bids -*"VENDING MACHINE SERVICES"*
Bid No*: 2013-066-06-26-SMA*

Dear Participant(s):

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, CPPB
Hidalgo County Purchasing Agent
MLS/sma

Enclosures

Bid No: 2013-066-06-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Vending Machine Services"

BID OPENING DATE: June 26, 2013 @ 9:30 a.m.

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

1. Sealed bids will be received for ***"HIDALGO COUNTY-VENDING MACHINE SERVICES"*** 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 believe 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 No.: 2013-066-06-26-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES*** and in 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, June 26, 2013.***

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 *RFB No. 2013-066-06-26-SMA-HIDALGO COUNTY-"VENDING MACHINE SERVICES"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 ninety (90) days from the scheduled time to open bids.

8. 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.

9. County reserves the right to accept or reject any or all bids.

10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost an remains responsible until County takes procession)

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 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.

13. 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.

14. **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

15. **PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):**

- Remittal of payment:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-***"HIDALGO COUNTY–VENDING MACHINE SERVICES"*** 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 Monitoring questions:

Sergio Cruz, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16. SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	**June 26, 2013**
Award of Contract	
Commence Work or Deliver Products	

17. 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.

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 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.

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 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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 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.

26. 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.

27. 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.

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 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
"VENDING MACHINE SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing 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: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Vending Machine Services"
RFB No. 2013-066-06-26-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

I. SCOPE OF WORK:

Hidalgo County is seeking bids for ***"VENDING MACHINE SERVICES"*** in accordance with the specifications/requirements specified herein and including all provisions set forth in the accompanying documentation to various County facilities. Hidalgo County's goal is to provide healthier vending machine alternative and limit the quantity of items deemed to have high fat or high sugar contests.

A. SPECIFICATIONS/REQUIREMENTS:

Performance-includes, but is not limited to the following:

1. Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.

2. Vendor shall fumish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.

3. County Purchasing Department reserves the right to approve all vending machines before installation and requires replacement, or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Vendor shall repair or replace such equipment at his expense.

4. Vendor shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.

5. **Vendor shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Vendor shall have vending machines at each facility filled by 9:00 a.m. each day.**

6. Vendor shall respond to calls for service or re-stocking of machines within 48 hours.

7. Vendor shall abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending service machines.

8. Vendor shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending service machines are used and/or food stuffs and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.

9. Vendor shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.

10. County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.

11. Except for utilities, vendor shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by vendor.

12. Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

13. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.

14. Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.

15. Vendor shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

16. Vendor shall provide an adequate number of personnel to properly service and stock vending machines.

17. Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.

18. Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.

19. Vendor should include a list of all types of food stuffs and drinks with proposed retail prices in his bid any available company brochures or product brochures should also be included.

20. Vendor should display a phone number on each machine for reporting any malfunctioning of the machine.

21. All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.

22. It is County's preference that vendor provide new machines to Hidalgo County and not used machines.

B. FOOD AND BEVERAGE OPERATIONS

1) All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.

2) Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation.

3) All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit

4) The areas surrounding all machines are to be kept clean and proper waste and/or recycling receptacles shall be provided in the immediate area.

All food vending machines must comply with the Texas Health and Safety Code Chapter 431, Code of Federal Regulations 229.211-229.222 and the Texas Administrative Code Title 25 part 1, Chapter 229 subchapters F and.N. Machines not complying with the above criteria or the State law shall be removed from service.

C. NUTRITION STANDARDS FOR VENDING MACHINE BEVERAGES AND SNACKS

1) ***Beverages:*** 25% of beverages offered in each vending machine shall be one or a combination of the following:
   a) Water
   b) Gatorade or (equivalent)
   c) Fruit based drinks containing at least 50% juice and no added caloric sweeteners.
   d) All other non-caloric beverages, including diet sodas

2) ***Snacks/Foods***: 25% of snacks/foods offered in each vending machine shall meet the following criteria:
   a) Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
   b) Not more than 10% of calories from saturated fat
   c) Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
   d) Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not have been processed with added sweeteners or fats
   e) At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "low sodium" (-140 mg per serving)
   f) At least one (1) 100 calorie snack

3) Consultation: Department of Health and Human Services will be available to consult with vendors on item placement in machines, healthy item identification strategies, and consumer outreach and education.

B. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility. A prospective bidder must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

C. PAYMENT/SUBMITTAL :

The Vendor will compensate the County for services specified herein and as delineated below:

The vendor will compensate the County with a commission of _____% of gross revenues after taxes (ex: $1.00-$0.08 sales tax= $0.92 x _____% = $_____ commission) from the operation of said equipment and the sales of snacks and beverages. Such payments shall be made to the County **on a monthly basis**; and a list of the variety of snacks and drinks that are offered. The awarded vendor shall pay County Treasurer, without demand, on or before the ***10th day of each month*** for the preceding calendar month. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. Pricing for items must specify the time period that rates will remain firm.

D. COMMISSIONS and PAYMENTS TO COUNTY:

Vendor shall submit separate **commissions' payments – monthly** to the Hidalgo County Treasurer's Department. Detailed report of sales revenue shall by machine, location, and time period shall also be attached. Mail to: Hidalgo **County Treasurer's Office,** 2810 **S. Business Hwy. 281, Edinburg, Texas 78539.** Vendors should keep the County Purchasing & Treasurer's Department advised of any changes in your addresses.

E. REASON FOR SERVICES:

The sole purpose in granting vending machines in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

F. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

G. SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All vend prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Vendors control. In such event, Vendor shall present appropriate documentation (refer below to Market Volatility) along with a request for vending cost changes to the Hidalgo County Purchasing Department. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

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) **Timeframe 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.

H. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annual the award and awards the contract to the next low bidder as it deems to be in the best interest of the County.

I. USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and public visitors.

J. SITE INSPECTION:

Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an bidder cannot furnish a sample of a item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

K. INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

2. Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.

3. Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.

4. Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

L. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined 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.

M. PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

N. CONTRACT TERM:

1. Contract initial term is for a period of three (3) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms 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

O. LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
1.	Hidalgo County Sheriff's Office- Academy Training Center 715 El Cíbolo Rd. Edinburg, Tx Contact: Juan Tapia 956-383-8114	**1**	**1**
2.	Hidalgo County Adult Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	**3**	**3**
3.	Hidalgo County Law Enforcement Center 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	**2**	**2**
4.	Hidalgo County Sheriff's Office (Motor Pool Service Center) 713 El Cíbolo Rd. Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	**none**	**1**
5.	Hidalgo County Juvenile Justice Center & 449th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	**1**	**1**
6.	Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	**1**	**3**
7.	Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	**2**	**1**
8.	Hidalgo County Election Department 101 S. 10th Edinburg, Tx Contact: Veronica Lopez 956-318-2571	**none**	**1**
9.	Hidalgo County Administration (ATRIUM) 100 East Cano 1st Floor Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**
10.	Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	**1**	**1**

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
11.	Hidalgo County-430th Judicial District Court 111 S. 9th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	1
12.	Hidalgo County Drainage District (Shop) 800 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
13.	Hidalgo County Health & Human Services (Central Office) 1304 S. 25th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
14.	Hidalgo County Health & Human Services/Tax Department (Auto License) WIC Clinics 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante/Mague González 956-383-6221	1	1
15.	Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	2
16.	Hidalgo County Precinct No. 1-(Road & Bridge Office) Mile 11 N. X Mile 1 ½ E. Sunset Park Mercedes, Tx 78570 Contact: 956-565-6900	1	1
17.	Hidalgo County Precinct No. 1 Administration Office & Tax Office 1902 Joe Stephens Ave. Weslaco, Tx Contact: Noe Montez 956-968-8733	2	2
18.	Hidalgo County Precinct No. 1 (Park's Office) 28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) Monte Alto, Tx 78596 Contact: Santiago Zavala/Anthony Webber 956-262-6585	1	1
19.	Hidalgo County Precinct No. 3 (LA MANSION) 2401 N. Moorefield Mission, Tx 78572	1	1
20.	Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop- Iowa & 107) 8310 W. Mile 7 Mission, Tx 78572 Contact: Norma Ceballos 956-585-4509	none	1
21.	Hidalgo County Precinct No. 4 (Admin.Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
22.	Hidalgo County Precinct No. 4 (Shop)	1	1

	DEPARTMENT/ CONTACT PERSON	Snack Machines	Drink Machines
	1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112		
23.	Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
24.	Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
25.	Hidalgo County Community Center WIC & Health Clinics 230 N. 8th St. San Carlos, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
26.	Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	**none**	**1**
27.	Hidalgo County WIC Clinic 3001 N. 23rd Street, Suite 8 McAllen, Tx 78502 Contact: Mague Gonzalez 956-381-4646	**none**	**1**
	GRAND TOTAL	**23**	**34**

1) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

P. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

Q. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

R. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

S. OTHER TERMS & CONDITION AND REQUIREMENTS:

1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) The Insurance Requirements for the selected vendor are:
    1) General Liability
    2.) Automotive insurance
    3.) Workers Compensation (Refer **to Exhibit "C" for limits).**

3) Any contract awarded to a successful bidder will be in effect until;
    1.) The contract expires
    2.) Delivery acceptance of products and/or performance of services ordered, or
    3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

T. ADDITIONAL INFORMATION /QUESTIONSTO TERMS AND CONDITIONS:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo,2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) 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, JUNE 19, 2013 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, JUNE 21, 2013 by 5:00 p.m.**

3) 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.

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY _____% COMMISSION RATE (monthly gross sales)

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands:_____ _____	$ _____ 12 oz cans $ _____ 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottles
JUICES _____oz can _____oz bottle Brands:_____ _____	$ _____ oz can $ _____ oz bottle

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

2. SNACK ITEMS	
CHIPS (small & large bags) Brands:_____ _____	$ _____ small bag $ _____ large bag
COOKIES Brands:_____ _____	$ _____ each
CRACKERS Brands:_____ _____	$ _____ each
POPCORN Brands:_____ _____	$ _____ each
PASTRIES: Brands:_____ _____	$ _____ each
GUM & MINTS Brands:_____ _____	$ _____ each
CANDY BARS & OTHER BARS: Brands:_____ _____	$ _____ each

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

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 PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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.

Revised 03/11/11

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)	$
					PER & 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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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. December 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:
☐ 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 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 / TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: ***HIDALGO COUNTY –Vending Machine Services"***

BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2013-066-06-26-SMA	**BUYER: Sandra Montalvo**

PRODUCTS		PARTICIPATING VENDORS
		STX Snacktime Vending Company LLC D/B/A SNACKTIME VENDING MCALLEN, TX
SOFT DRINK	12 oz. can	**$.75**
	20 oz. bottle	**$1.40**
BOTTLED WATER	12 oz.	**$.75**
	20 oz.	**$1.40**
SPORTS DRINK	12 oz.	**-------**
	20 oz. bottle	**$1.50**
JUICES	oz. can	**-------**
	16 oz. bottled	**$1.50**
CHIPS	small bag	**$.70**
	large bag	**$.85**
COOKIES		**$.75**
CRACKERS		**$.60**
POPCORN		**$1.00**
PASTRIES		**$1.00**
GUM & MINTS		**$.50**
CANDY & OTHER BARS		**$.90**
VENDOR AGREES TO PAY HIDALGO COUNTY % COMMISSION RATE (monthly gross sales)		**11%**

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY 11 **% COMMISSION RATE (monthly gross sales)**

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands: Pepsi cola classic, diet pepsi, Mountain dew, Manzanita Sol, Sierra Mist, Crush, Dr. pepper. Iced tea. w/ Lemon	$ .75 12 oz can $ 1.40 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands: Aquafina. - Propel waters	$ .75 12 oz cans $ 1.40 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands: Gatorade. - Sobe drinks	$ 12 oz can $ 1.50 20 oz bottles
JUICES ____ oz can 16 oz bottle Brands: Tropicana.	$ oz can $ 1.50 oz bottle

EXHIBIT "B"
Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

2. SNACK ITEMS		
CHIPS (small & large bags) Brands: Frito lay (cheetos- Hot cheetos, Doritos, Lays, Lays Limon, Ruffles Queso, Baked Lays chips. Ms. Vickys chips, Pork Skins (El sabroso), Gardettos, Veggie chips	$ .70 $ .85	small bag large bag
COOKIES Brands: Famous Amous chocolate Chips, keebler Peanut Butter cookies, keebler Fudge Stripes	$ .75	each
CRACKERS Brands: Lance. Cookie, Assorted flavors (chocolate Peanut Butter, Cheddar cheese, Captain Wafers Jalapeño Cheddar.	$ .60	each
POPCORN Brands: Lance Cheddar cheese.	$ 1.00	each
PASTRIES: Brands: Mr. Freshley's chocolate cup cakes. Cloverfield. Bakery Big Texas Cinnamon Roll. Cheese Danish, Cherry Cheese, Honey Buns, Donuts	$ 1.00	each
GUM & MINTS Brands: Wrigley's gum. Double mint. Winterfresh Spearmint, Big Red.	$ .50	each
CANDY BARS & OTHER BARS: Brands: Snickers. M&M Candy-Peanut, Aldmonds Pistachious, 3 musketers, kitkat. Peanuts (planters)	$ .90	each

EXHIBIT "B"
Hidalgo County
"Vending Machine Services"
Bid No. 2013-066-06-26-SMA
Bid Form

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: Stx Snacktime Vending Company LLC dba Snacktime Vending

ADDRESS: 520 E. Cedar Ave Suite E McAllen TX 78501

CITY/STATE/ZIP CODE: McAllen TX. 78501

PHONE & FAX NO.'S: 956-537-1601

CELLULAR PHONE: 956-537-1601 - 627-5364 (fax)

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Edgar Vargas.

TITLE: Manager.

EMAIL: snacktimevendingcompany@gmail.com.

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2013

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : Texas Mutual	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
STX SNACK TIME VENDING
520 E CEDAR AVE
MCALLEN, TX 78501

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	Y	N	90-B7-M790-5	01/11/2013	01/11/2014	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY	Y	N	175 3128	02/17/2013	08/17/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X]						BODILY INJURY (Per accident)	$	
	HIRED AUTOS [X] NON-OWNED AUTOS [X]						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	0001241354	08/16/2012	08/16/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ]						E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIDALGO COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.
VEHICLE INFO:

2002 FORD E350	1995 ISUZU TRUCK
2001 ISUZU BOX TRUCK	2001 DODGE PICKUP
2007 ISUZU NPR BOX TRUCK	2009 GMC SAVANNA
2001 ISUZU BOX TRUCK	

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 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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AI-39587 **Purchasing Department 24. A. 2.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code. 262.024(a)(7)(C);

B. Approval of a "Sole Source Declaration" for Time Warner for the provision of telephone services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources);

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase telephone related services from Time Warner thus allowing such services to be rendered.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Budgetary expenditures are the responsibility of the individual end users.

Attachments

Sole Source Documentation

Correspondence

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 09:59 AM
Budget & Management	Obdett Calzada	07/12/2013 01:33 PM
Olga Garza	Olga Garza	07/12/2013 03:50 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Vangie Garcia Started On: 07/08/2013 03:12 PM

Final Approval Date: 07/12/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: July 16, 2013

Re: "Sole Source Declaration"-Time Warner

Hidalgo County currently has telephone related services with AT&T (awarded vendor) through our membership and participation with the State of Texas' Department of Information Resources.

However, certain areas throughout the County cannot be serviced through AT&T's or GTE Southwest, dba, Verizon, because of proprietary areas for phone and related services.

As an example, AT&T's supporting correspondence related to GTE Southwest, dba Verizon confirming proprietary areas.

Therefore, Hidalgo County Elected Offices, Departments, Agencies and Programs (all funding sources) must acquire telephone and related services through Time Warner for those exclusive and or specific service areas.

This declaration remains in effect unless revoked by Hidalgo County Commissioner's Court.

Sec. 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

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

Time Warner Cable

TELEPHONE TRUNKING SERVICE PRIs

PRI (Primary Rate Interface)

TX Commercial	1yr	2yr	3yr	4yr	5Yr
Full PRI 23+D (PRIoF or PRIoD)	$575.00	$550.00	$475.00	$450.00	$425.00
8 Channels (PRIoD)	$399.95	$384.95	$329.95	$314.95	$299.95
12 Channels (PRIoD)	$429.95	$399.95	$349.95	$334.95	$314.95
16 Channels (PRIoD)	$459.95	$439.95	$379.95	$359.95	$339.95
Block of 20 DIDs	$3.00	$3.00	$3.00	$3.00	$3.00
Block of 100 DIDs	$15.00	$15.00	$15.00	$15.00	$15.00
Remote call Forwarding	$13.95	$13.95	$13.95	$13.95	$13.95
PRI Installation, per PRI	$350.00	$350.00	$350.00	$350.00	$350.00
Installation Discount Options	n/a	n/a	($175.00)	($200.00)	($350.00)

Time Warner Cable

ANALOG POTS (PLAIN OLD TELEPHONE SERVICE)

BCP	MTM			1 Year			2 Year			3 Year			4 Year			5 Year		
	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play
BCP Unlimited	n/a	n/a	n/a	$54.95	$46.95	$43.95	$50.95	$42.95	$40.95	$48.95	$40.95	$39.95	$48.95	$40.95	$39.95	$48.95	$40.95	$39.95
BCP In-State	n/a	n/a	n/a	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95
BCP Local	n/a	n/a	n/a	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Time Warner pricing

From : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Tue, Jul 09, 2013 07:57 AM
Subject : Re: Time Warner pricing 2 attachments
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Lee Peña <lee.pena@co.hidalgo.tx.us>, Oralia Regino <oralia.regino@co.hidalgo.tx.us>

Vangie,

I apologize for the confusion. I have obtained the information from Time Warner. I have attached the pricing schedule for telephone services ONLY. Please see attachments. The pricing on the sheets are the monthly amounts.

If you have any questions please feel free to let me know.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, July 8, 2013 4:53:24 PM
Subject: Re: Fwd: Time Warner pricing

Renan:
On the attached information, is the rate schedule document the one that has "PRI Phone Trunks" written on the page. Will this be the only page that I will be attaching on the agenda?
Thanks
----- Original Message -----
From: Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>
To: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Sent: Mon, 08 Jul 2013 14:28:38 -0500 (CDT)
Subject: Fwd: Time Warner pricing
e

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>, "Lee Peña" <lee.pena@co.hidalgo.tx.us>, "oralia" <oralia@co.hidalgo.tx.us>, "Juan De leon" <juan@co.hidalgo.tx.us>, "Noah Lopez" <noah.lopez@co.hidalgo.tx.us>, "Arturo Garcia" <arturo.garcia@twcable.com>, "judith escamilla" <judith.escamilla@twcable.com>
Sent: Tuesday, June 18, 2013 2:15:48 PM
Subject: Time Warner pricing

Marty,
Attached please find the pricing schedule for Time Warner cable voice and video services. I would like to place the item through Commissioner's Court promptly as we need to engage these services in order to complete the migration of our voice services.
I have also contacted the other vendors, but I've yet to hear back from them, so I am requesting we move forward with Time Warner.
If you have any questions please feel free to contact me.
Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

2013 - Time Warner Cable Rates PRIs.pdf
64 KB
2013 - Time Warner Cable Rates POTS.pdf
68 KB

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Verizon serviced addresses

From : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Thu, May 23, 2013 03:29 PM
Subject : Fwd: Verizon serviced addresses
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Lee Pena <lee.pena@co.hidalgo.tx.us>, Edna Kirby <edna.kirby@co.hidalgo.tx.us>

Marty,

As per the email below. We requested that AT&T provide an answer to service requests at the addresses currently being serviced by Verizon. Below is their answer. I believe this should be enough information to proceed with a sole source declaration of Verizon services in those areas.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "Lee Pena" <lee.pena@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Thursday, May 23, 2013 2:01:29 PM
Subject: RE: Verizon serviced addresses

Hi Lee,

So, when we look up an address all it tells us is that it is "out of region" and local carrier is GTE Southwest dba Verizon. I am not able to send you a screen shot due to proprietary. I hope this helps some.

Thanks,
Brenda Monteith
Technical Sales Consultant 2
AT&T - Texas
Government/Education Accounts
(512) 421-5055
STOP texting while driving. Take the pledge at itcanwait.com

From: Lee Pena [mailto:lee.pena@co.hidalgo.tx.us]
Sent: Wednesday, May 22, 2013 4:28 PM
To: MONTEITH, BRENDA L
Cc: Renan Ramirez
Subject: Re: Verizon serviced addresses

Thank you Brenda.

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 | lee.pena@co.hidalgo.tx.us

---

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "Lee Pena" <lee.pena@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Wednesday, May 22, 2013 4:28:59 PM
Subject: RE: Verizon serviced addresses

I'm glad to help. I hope to be able to provide you with something showing AT&T doesn't service that area but that isn't to say there isn't some other company out there that can or will provide service to Weslaco.

In Weslaco, Verizon is the ILEC (Incumbent Local Exchange Carrier) and any other provider would be a CLEC (Competitive Local Exchange Carrier). I do believe there are some CLECs servicing Weslaco but I'm not certain about how you would find out who.

The ILEC services all local end-users prior to a market opening up to local competition.
The CLEC is a competing provider also selling local service to end users.

Using McAllen as an example, AT&T is the ILEC but there are also CLECs like SmartCom, Time Warner Telecom etc.

I'll get back to you and let you know if I have something more to share.

Have a nice evening.

Thanks,
Brenda Monteith
Technical Sales Consultant 2
AT&T - Texas
Government/Education Accounts
(512) 421-5055
STOP texting while driving. Take the pledge at itcanwait.com

From: Lee Pena [mailto:lee.pena@co.hidalgo.tx.us]
Sent: Wednesday, May 22, 2013 4:00 PM
To: MONTEITH, BRENDA L
Cc: Renan Ramirez

Subject: Re: Verizon serviced addresses

Ok. Auditors is requesting that we prove that no other vendor can provide service at those addresses. Can AT&T provide a us with something in writing stating that AT&T does not service those addresses?

I'd greatly appreciate your help on this.

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 | lee.pena@co.hidalgo.tx.us

---

From: "BRENDA L MONTEITH" <bm3274@att.com>
To: "Lee Pena" <lee.pena@co.hidalgo.tx.us>
Sent: Wednesday, May 22, 2013 3:55:54 PM
Subject: RE: Verizon serviced addresses

True. We do not service Weslaco. I'll see what I can get from the business office. We use a premise street address guide system but I don't know what can be shared.

Thanks,
Brenda Monteith
Technical Sales Consultant 2
AT&T - Texas
Government/Education Accounts
(512) 421-5055
STOP texting while driving. Take the pledge at itcanwait.com

From: Lee Pena [mailto:lee.pena@co.hidalgo.tx.us]
Sent: Wednesday, May 22, 2013 3:19 PM
To: MONTEITH, BRENDA L
Subject: Verizon serviced addresses

Brenda,

Below are the addresses, I think for the Pct. 1 and the Indigent accounts, we have an AT&T T1 and Verizon.

Hidalgo County of
PCT-1 Hidalgo County Of
Telephone Number: 956 968-7800 040811
Account Number: 10 5492 2882678665 00
Service address:1901 N Bridge Ave, Weslaco, TX 78596

Hidalgo County of
PCT-1 Hidalgo County Of
Telephone Number: 956 968-3423 040909

Account Number: 10 5492 2898682810 06
Service address:1901 N Bridge Ave, Weslaco, TX 78596

County of Hidalgo
Indigent
Telephone Number: 956 969-4700 071029
Account Number: 10 5492 2821135867 03
Service address: 1901 N Bridge, Weslaco, TX 78596

Hidalgo County Sheriff's OFC
Telephone Number: 956 973-1606 121018
Account Number: 10 5492 2826441184 06
Service address: 3003 E. MILE 11 NORTH, WESLACO, TEXAS 78596

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 |
lee.pena@co.hidalgo.tx.us

From: "Lee Pena" <lee.pena@co.hidalgo.tx.us>
To: "BRENDA L MONTEITH" <bm3274@att.com>
Sent: Wednesday, May 22, 2013 2:45:01 PM
Subject: Re: Telephone/T1 Billing

Thank you Brenda. I have another question, maybe you can direct me to the right person/department. We have several bills with Verizon, but they do not have a DIR contract or any contract from what we know. We need to prove that they are the only ones that can provide service in the areas that they are billing us for. How can I go about having AT&T tell us if they can or can not provide service in those areas?

Thank you in advance,

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 |
lee.pena@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this **17th Day** of **July, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Time Warner** "Company").

WHEREAS, Company was exempt to provide services in accordance with the declaration being attached hereto as Exhibits "A" and "B" ("Company's Rate Schedule") respectively, and incorporated herein; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with declaration, the Commissioners Court of County approved to exempt the 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 declaration within Hidalgo County following an exemption of 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 commence effectively July 17, 2013 and shall remain in effect unless sole source declaration is revoked by Hidalgo County Commissioner's Court.

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"-Rate Schedule 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: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: **Time Warner**

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. Contract pursuant to sole source declaration will be in effect unless sole source declaration is revoked by Hidalgo County Commissioner's Court.

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.

18. 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).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONERS COURT:_____

APPROVED AS TO FORM:
Assistant Criminal District Attorney
County Affairs Section
Office Of Criminal District Attorney

By:_____
Michael Garza

EXHIBIT “A”
SOLE SOURCE DECLARATION

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: July 16, 2013

Re: "Sole Source Declaration"-Time Warner

Hidalgo County currently has telephone related services with AT&T (awarded vendor) through our membership and participation with the State of Texas' Department of Information Resources.

However, certain areas throughout the County cannot be serviced through AT&T's or GTE Southwest, dba, Verizon, because of proprietary areas for phone and related services.

As an example, AT&T's supporting correspondence related to GTE Southwest, dba Verizon confirming proprietary areas.

Therefore, Hidalgo County Elected Offices, Departments, Agencies and Programs (all funding sources) must acquire telephone and related services through Time Warner for those exclusive and or specific service areas.

This declaration remains in effect unless revoked by Hidalgo County Commissioner's Court.

EXHIBIT “B”
RATE SCHEDULE

TELEPHONE TRUNKING SERVICE PRIs

PRI (Primary Rate Interface)

TX Commercial	1yr	2yr	3yr	4yr	5Yr
Full PRI 23+D (PRIoF or PRIoD)	$575.00	$550.00	$475.00	$450.00	$425.00
8 Channels (PRIoD)	$399.95	$384.95	$329.95	$314.95	$299.95
12 Channels (PRIoD)	$429.95	$399.95	$349.95	$334.95	$314.95
16 Channels (PRIoD)	$459.95	$439.95	$379.95	$359.95	$339.95
Block of 20 DIDs	$3.00	$3.00	$3.00	$3.00	$3.00
Block of 100 DIDs	$15.00	$15.00	$15.00	$15.00	$15.00
Remote call Forwarding	$13.95	$13.95	$13.95	$13.95	$13.95
PRI Installation, per PRI	$350.00	$350.00	$350.00	$350.00	$350.00
Installation Discount Options	n/a	n/a	($175.00)	($200.00)	($350.00)

ANALOG POTS (PLAIN OLD TELEPHONE SERVICE)

BCP	MTM			1 Year			2 Year			3 Year			4 Year			5 Year		
	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play	Single Play	Double Play	Triple Play
BCP Unlimited	n/a	n/a	n/a	$54.95	$46.95	$43.95	$50.95	$42.95	$40.95	$48.95	$40.95	$39.95	$48.95	$40.95	$39.95	$48.95	$40.95	$39.95
BCP In-State	n/a	n/a	n/a	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95	$29.95
BCP Local	n/a	n/a	n/a	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95	$24.95

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Time Warner Draft Service Contract

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Fri, Jul 12, 2013 10:21 AM

Subject : RE: Time Warner Draft Service Contract

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'josephine.ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>

Cc : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Marty,

In paragraph 18, I changed "Buyer" to "County" and "Seller" to "Company." In addition, I formatted the signatory page to include the following language "Approved by Commissioners Court On:" on the same page as the signatory page. As such, I approve the agreement as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, July 12, 2013 9:56 AM
To: josephine.ramirez; michael garza
Cc: Evangelina Garcia; Darlene H. Betancourt
Subject: Fwd: Time Warner Draft Service Contract

Just a reminder that this agreement is on CC for Wednesday, July 17, 2014. I have attached the

draft for supporting documentation purposes only (as the auditor will require form approval).
Thanks,
Marty

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "josephine.ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Wednesday, July 10, 2013 2:20:23 PM
Subject: Fwd: Time Warner Draft Service Contract

Counselors:
As recommended, attached for your review and comment as to form, is a draft "service agreement" for telephone services between HC and Time Warner (which is next week's agenda of 7-17-13 as a sole source exemption under 262.024 a. 7. C ('... utility). We have been provided the pricing schedules for attachment to the contract. We await your response.
THanks,
Marty

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, July 10, 2013 11:11:08 AM
Subject: Time Warner Draft Service Contract

Ms. Marty,

As requested, attached you will find the contracting Vangie has drafted regarding the sole source declaration for next week's agenda item.

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

AI-39647 **Purchasing Department 24. A. 3.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of AIA Agreement with ERO Architects, (as approved for negotiation on CC 4/09/13) in connection with the"Schematic Design Phase for a New Hidalgo County Courthouse Facility."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-125-035-0-720

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

BUDGETARY IMPACT:

available balance is $808,664.91 as of 07/12/13

Refer to AI-39706 $88,093.18 additional funding

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:08 PM
Budget & Management	Obdett Calzada	07/12/2013 04:33 PM
Roland Garcia	Rolando Garcia	07/12/2013 05:21 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Rocio Villarreal Started On: 07/10/2013 03:16 PM

Final Approval Date: 07/12/2013

AI-39686 **Purchasing Department 24. A. 4.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Valde Guerra, HC Exec. Ofc. **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation for discussion, consideration and applicable action for the nomination of at least three (3) firms from HC current approved "Pool"of "Construction Management Services" for the contracting of a vendor for the Construction Services for the Renovations/Remodeling of the first and second floors of the former Administration Bldg. located at 100 E. Cano, Edinburg, Texas through contractor, D. Wilson Construction and project architect, Alcocer Garcia Associates Design Consultants:

1._____

2._____

3._____

B. Selection/designation/assignment of evaluation committee to score, grade and evaluate the firms nominated so as to have CC rank and proceed with negotiation process for final contract for: Construction Services for the Renovations/Remodeling of the first and second floors-former Administration Bldg. located at 100 E. Cano, Edinburg, Tx:

1._____

2._____

3._____

4._____

5._____

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available as of 7/12/2013.

Attachments

Pool of Construction Management

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 01:26 PM
Budget & Management	Obdett Calzada	07/12/2013 01:33 PM
Obdett Calzada	Obdett Calzada	07/12/2013 02:59 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Rocio Villarreal Started On: 07/12/2013 11:08 AM

Final Approval Date: 07/12/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 12, 2012** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2013-006-12-12-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies (✓)
1	**Naismith Engineering, Inc.** 789 E. Washington St. Brownsville, TX 78520	✓	Original (✓) 7 Copies (✓)
2	**DOS Logistics, Inc.** 1002 E. Expressway 83 Weslaco, TX 78596	✓	Original (✓) 7 Copies (✓)
3	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504	✓	Original (✓) 7 Copies (✓)
4	**Dannenbaum Engineering Corporation – McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, TX 78504	✓	Original (✓) 7 Copies (✓)
5	**Guzman & Munoz Engineering and Surveying, Inc.** 2020 E. Expressway 83 Mercedes, TX 78570	✓	Original (✓) 7 Copies (✓)
6	**HOV Services, Inc.** 11122 Wurzbach Rd., Ste. 206 San Antonio, TX 78230	✓	Original (✓) 7 Copies (✓)
7	**R.H. Shackelford, Inc.** 1100 NW Loop 410, Suite 350 San Antonio, TX 78213	✓	Original (✓) 7 Copies (✓)
8	**Broaddus & Associates** 1100 E. Jasmine Avenue, Suite 102 McAllen, TX 78501	✓	Original (✓) 7 Copies (✓)
9	**Cortran Engineering, PLLC** 3123 S. Surgar Rd., Ste. D Edinburg, TX 78539	✓	Original (✓) 7 Copies (✓)
10	**CRD Group, LLC** 11508 DK Ranch Rd. Austin, TX 78759	✓	Original (✓) 7 Copies (✓)
11	**Prodigy Construction Management, LLC** 1335 E. Jasmine Ave. McAllen, TX 78501	✓	Original (✓) 7 Copies (✓)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 12, 2012** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2013-006-12-12-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies (✓)
12	**TEDSI Infrastructure Group, Inc.** 1201 E. Expressway 83 Mission, TX 78572	✓	Original (✓) 7 Copies (✓)
13	**SAMES, Inc.** 200 S. Cage Blvd. Ste. A Pharr, TX 78577	✓	Original (✓) 7 Copies (✓)
14	**G.A.S. Enterprises, Inc.** 635 W. Edinburg Ave. Elsa, TX 78543	✓	Original (✓) 7 Copies (✓)
15	**Urban Infrastructure Group, Inc.** 135 South 8th Street Donna, TX 78537	✓	Original (✓) 7 Copies (✓)
16	**L & G Consulting Engineers, Inc.** 2100 W. Expressway 83 Mercedes, TX 78570	✓	Original (✓) 7 Copies (✓)
			Original (____) 7 Copies (____)
			Original (____) 7 Copies (____)
			Original (____) 7 Copies (____)
			Original (____) 7 Copies (____)
			Original (____) 7 Copies (____)
			Original (____) 7 Copies (____)
			Original (____)

AI-39654 **Purchasing Department 24. B. 1.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by Executive Office to take action regarding the County Owned Building located at 9805 North Street, McAllen, Texas 78501 Project including, but not limited to:

a. "cease" AIA Architectural Agreement negotiations with the #1 ranked firm as selected (on 11/13/2012) for "professional architectural services" with ERO Architects;

b. cancel the project in it's present form with future changes/modifications in route, specifications and requirements and thus no further attempts to negotiate with the other ranked firms will be necessary.

BACKGROUND

Recommendation by Executive Office
AI-35243-approved by CC on 11/13/12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

None required as action will cancel the project.

Attachments

recommendation to cease

CC mins 111312-apprvd rnkd#1 firm

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 09:59 AM
Budget & Management	Obdett Calzada	07/12/2013 10:49 AM
Obdett Calzada	Obdett Calzada	07/12/2013 02:56 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Letty Saenz Started On: 07/10/2013 05:36 PM

Final Approval Date: 07/12/2013

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: 12061: Urban County Building

From : lauro.torres <lauro.torres@co.hidalgo.tx.us> Wed, Jul 10, 2013 04:24 PM

Subject : RE: 12061: Urban County Building 2 attachments

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Cc : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Good Afternoon,

As per Mr. Valde Guerra, we are **NOT** to enter into an AIA Agreement for “Architectural Services” with ERO for the above reference project. Please place an item on the next Commissioners’ Court meeting to cease negotiations and close out this project.

Thank you.

Lauro
Torres
Administrative Assistant IV
County Of Hidalgo Executive Office
2818 S. Business Hwy. 281, Admin Bldg.
Edinburg, TX. 78539
(956) 292-7025 ext. 4859- Office
(956) 292-7034- Fax
lauro.torres@co.hidalgo.tx.us

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, July 10, 2013 1:18 PM
To: Valde Guerra; Lauro Torres
Cc: Martha Salazar; Darlene H. Betancourt; Moises Salazar; rocio villarreal
Subject: Fwd: 12061: Urban County Building
Importance: High

Mr. Guerra-

ERO wants to know status on "10th Street Project"?

What direction do you wish to take for this project?

Are we to continue with finalizing the negotiation process with ERO for the purposes of an AIA Agreement "Architectural Services" for the "10th Street Project"? or;

Do you want me to "Cease" negotiations and place on the next CC agenda to close out this project?

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Yazmin Perez" <yperez@goero.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "lauro torres" <lauro.torres@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, July 10, 2013 11:40:27 AM
Subject: RE: 12061: Urban County Building

Thank you Rocio for the information.
I spoke with Letty on Monday, and she will give me a project update soon.
Thank you,

Yazmin Perez-Guevara

eroarchitects
300 S. 8th St. | McAllen, TX 78501
p: 956.661.0400 | f: 956.661.0401
yperez@goero.com | www.goero.com

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 10, 2013 10:58 AM
To: Yazmin Perez
Cc: lauro torres; Leticia H. Saenz
Subject: Re: 12061: Urban County Building

Ms. Yazmin:

Letty or Lauro are the individuals working on this project. They will be able to provide you a status.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work

(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Yazmin Perez" <yperez@goero.com>
To: "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, July 8, 2013 9:20:26 AM
Subject: 12061: Urban County Building

Rocio,

Regarding the Urban County Building, can you give us an update on the project?
I believe we were waiting on some correspondence.
Thank you,

Yazmin Perez-Guevara

ero architects
300 S. 8th St. | McAllen, TX 78501
p: 956.661.0400 | f: 956.661.0401
yperez@goero.com | www.goero.com

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image001.gif
345 B

image002.jpg
2 KB

SPECIAL MEETING - NOVEMBER 13, 2012

BE IT REMEMBERED, that on this 13th day of November A.D., 2012, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 13, 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 the 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 members of the Court were counted present, with the exception of Commissioner Flores and Commissioner Quintanilla. Commissioner Flores joined the meeting shortly after commencement of the meeting.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

5. **County Judge's Office:**

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

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to accept the resignation of Cain Caceres.

Vote : 4 - 0 - Unanimously

2. Appointment of 5 at large members to the South Texas Independent School District Board of Directors

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to appoint/reappoint Sylvia Garza, Yolanda Cuellar, Ramon Montalvo and Dr. Richard Fleming to the South Texas I.S.D. Board of Directors.

Vote: 4 - 0 - Unanimously

B. 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.

C. 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.

18. Precinct #4 - Comm. J. Palacios:

A. Discussion and appropriate action regarding the Open Forum agenda item and related policies and procedures as applicable

19. 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

NO ACTION taken on items 19.A.1 & 2.a, b & c.

3. 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.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

4. 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.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

5. a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve the exemption.

Vote : 3 - 0 - Unanimously

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
91	94	96
3	2	1

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve in the order of the scores.

Vote : 3 - 0 - Unanimously

c. Authority for the Purchasing Department to negotiate a professional (Architectural Services) contract with the No. 1 ranked firm of ___ERO Architects __ for the provision of professional architectural services necessary for the county owned building located at 9805 North 10th Street McAllen, Texas

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Pct. 1

1. 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.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval on an as needed basis, through December 31, 2012.

Vote: 3 - 0 - Unanimously

C. Pct. 3

1. 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.)

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. Pct. 4

AI-39467 **Purchasing Department 24. C. 1.**

CC REGULAR

Meeting Date: 07/17/2013

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 engineering 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 surveyors for Cesar Chavez Road project in Pct No. 2.

Evaluators	Sames	Barrera Land Surveying	Quintanilla, Headley and Associates
Evaluator	94	83	97
Ranking			

C. Authority for the Purchasing Department to negotiate a professional surveyor's service contract with the No. 1 ranked firm of _____ for: the Cesar Chavez project in Pct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-090-0-841

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

BUDGETARY IMPACT:

Available balance as of 7-10-13 $6,100.00

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/28/2013 08:54 AM
Budget & Management	Obdett Calzada	07/01/2013 10:06 AM
Manuel Chapa	Manuel Chapa	07/11/2013 10:48 AM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Nielda Cavazos Started On: 06/27/2013 01:48 PM

Final Approval Date: 07/12/2013

HIDALGO COUNTY PRECINCT NO 2

FOR

Surveying Services

Cesar Chavez Road

Scoring & Evaluation GRID

Surveying Services

Total Scores	SAMES	Barrera Land Surveyors'	Quintanilla, Headley and Associates
Evaluator 1	94	83	97
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-39683 **Purchasing Department 24. D. 1.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of plans and specifications developed by project architect Dannenbaum Engineering Company for Hidalgo County Precinct No. 4 -Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, Texas. RFB No. 2013-234-08-07-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Date	Event
1	07/20/13 and 07/27/13	Advertisements
2	07/29/13 @ 3:00 PM	Pre-Bid Conference
3	**08/07/13 @ 3:00 PM**	**BID OPENINGS**

******NOTE: SEALED PLANS TO BE PROVIDED BY CONTRACTED ARCHITECT DANNENBAUM ENGINEERING COMPANY ON MONDAY, JULY 15, 2013.***

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-124-125-0-452

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

BUDGETARY IMPACT:

Advertisement to be funded out of Acct# 3-1200-431-00-124-007-0-540
PO#685591

Attachments

plans

specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:17 PM
Budget & Management	Obdett Calzada	07/12/2013 04:34 PM
Glinda Pacheco	Glinda Pacheco	07/12/2013 05:41 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

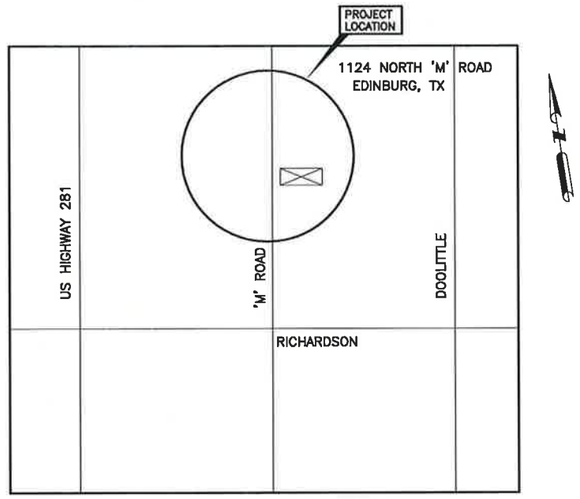
Form Started By: Moises Salazar Started On: 07/11/2013

Final Approval Date: 07/12/2013

HIDALGO COUNTY WIC PROGRAM

EDINBURG, TEXAS

RESTITUTION CENTER RENOVATION



LOCATION MAP
NTS

G1.0 COVER SHEET
G1.1 GENERAL NOTES

ARCHITECTURAL PLANS

A1.0 OVERALL FLOOR PLAN
A1.1 ENLARGED FLOOR PLAN
A1.2 REFLECTED CEILING PLAN
A2.1 DETAIL PLANS
A3.1 DOOR SCHEDULE/DOOR DETAILS

MEP

M1.1 MECHANICAL FLOOR PLAN
M1.2 ENLARGED MECHANICAL ROOM FLOOR PLAN
M2.1 GENERAL NOTES & LEGEND
M3.1 MECHANICAL DETAILS & SCHEDULES

ES1.1 ELECTRICAL SITE PLAN
E1.1 ELECTRICAL LIGHTING FLOOR PLAN
E2.1 ELECTRICAL POWER FLOOR PLAN
E3.1 ELECTRICAL SPECIAL SYSTEM FLOOR PLAN
E4.1 ELECTRICAL LEGEND & SCHEDULE
E5.1 RISER DIAGRAM
E6.1 ELECTRICAL SCHEDULES
E7.1 ELECTRICAL DETAILS

PD1.1 PLUMBING DEMOLITION FLOOR PLAN
P1.1 PLUMBING FLOOR PLAN
P2.1 PLUMBING LEGEND AND SCHEDULES
P3.1 PLUMBING DETAILS

Hidalgo County Judge Ramon Garcia

Hidalgo County Precinct No. 4 Commissioner Joseph Palacios

DANNENBAUM

ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
T.B.A.E. FIRM REGISTRATION #19734
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

JULY 2013

REVISIONS			
No	DATE	DESCRIPTION	APP
	JUNE 2013	ISSUED FOR REVIEW ONLY	

REGISTERED ARCHITECT — EDUARDO MACHADO MARTINEZ — 19734 — STATE OF TEXAS — July 15, 2013

PROJECT No:	4525-04
DRAWING No:	G-1.0
SHEET No:	

Jul 15, 2013 - 12:36pm steve.mcgarraugh
G:\1540\4525-04 - HC Precinct 4 New Restitution Center Remodel\Drawings\Architectural\Sheets 2013\Court Approval\A 1.1 Enlarged Plan.dwg

GENERAL NOTES:

1. THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" (A.I.A. DOC. A201, 1997 EDITION) GOVERN THE WORK, UNLESS NOTED OTHERWISE, THE MOST STRINGENT REQUIREMENTS SHALL PREVAIL.
2. IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY, QUANTITY, AND PRICE SHALL PREVAIL.
3. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BECOME FAMILIAR WITH THE PROJECT AND THE ON-SITE / OFF-SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING WORK.
4. BRING IMMEDIATELY TO THE ARCHITECT'S ATTENTION ANY ERRORS, OMISSIONS OR DISCREPANCIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT ANY DEFECTIVE WORK CAUSED BY PROCEEDING WITH WORK WHEN CLARIFICATIONS FROM ARCHITECT WERE NOT SOUGHT.
5. EXAMINE SPECIFIED PRODUCTS AND SUBMIT WRITTEN EXCEPTIONS, OBJECTIONS OR SUBSTITUTIONS WITH ANALYSIS AND RECOMMENDATIONS PRIOR TO SUBMITTING BID COSTS OR COMMENCING WORK.
6. THE RESPONSIBILITY FOR ADEQUACY OF PROPOSED SUBSTITUTIONS FALLS ON THE GENERAL CONTRACTOR. SHOULD A SUBSTITUTION PRODUCT FAIL TO PERFORM WHERE THE ORIGINALLY SPECIFIED PRODUCT WOULD HAVE PERFORMED, THE GENERAL CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REINCORPORATE THE ORIGINAL PRODUCT A NO ADDITIONAL COST.
7. WHERE COMPLEX ASSEMBLY INVOLVING TWO OR MORE TRADES IS CALLED FOR ON THE DRAWINGS, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING THE PROPOSED INTERACTION OF ALL RELATED COMPONENTS FOR ARCHITECT'S REVIEW. GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PROPER TESTING, OPERATING AND PERFORMANCE OF THE ENTIRE COMPOSITE SYSTEM.
8. ALL MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED AGAINST DEFECTS FOR A PERIOD OF AT LEAST ONE (1) YEAR FROM APPROVAL FOR FINAL PAYMENT, UNLESS STIPULATED OTHERWISE.
9. WHEREVER MATERIALS ARE STORED AT THE JOBSITE, THEY SHOULD BE PROTECTED FROM DAMAGE, VANDALISM, FIRE, AND INCLEMENT WEATHER. THE GENERAL CONTRACTOR SHALL PRODUCE EVIDENCE OF INSURANCE FOR MATERIALS STORED PRIOR TO PAYMENT BY THE OWNER.
10. THE WORD "PROVIDE" SHALL MEAN "FURNISH AND INSTALL COMPLETE AND READY TO USE."
11. PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
12. "TYPICAL" MEANS "IDENTICAL FOR ALL SIMILAR CONDITIONS UNLESS NOTED OTHERWISE."
13. "SIMILAR" MEANS " COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED; VERIFY DIMENSIONS, ORIENTATION OR SYMMETRY ON RELATED DRAWINGS."
14. DO NOT SCALE DRAWINGS.
15. DO NOT ADJUST DIMENSIONS WITHOUT APPROVAL FROM THE ARCHITECT.
16. GRAPHIC REPRESENTATIONS THAT ARE NOT NOTED SHALL BE REFERENCED TO SIMILAR OR IDENTICAL CONDITIONS THAT ARE CLEARLY NOTED.
17. FOR SIDEWALKS, RAMPS, DRIVEWAYS, PARKING, AND ANY OTHER FLATWORK ADJACENT TO THE BUILDING, REFER TO THE ARCHITECTURAL AND CIVIL PLANS.
18. COORDINATE WITH THE CONSTRUCTION DOCUMENTS THE PARTITION TYPES AND THEIR THICKNESS FOR INTERNAL INCLUSIONS, SUCH AS PLUMBING AND FOR CORRECT INSTALLATION OF EQUIPMENT, PANELS, FIRE EXTINGUISHERS, ETC.
19. INSTALL DRYWALL WORK IN ACCORDANCE WITH THE CURRENT VERSION OF U.S.G. "GYPSUM CONSTRUCTION HANDBOOK, A.S.T.M. AI 645, A.S.T.M. AI 754, AND A.S.T.M. AI 840." THE MOST STRINGENT REQUIREMENTS SHALL PREVAIL.
20. PROVIDE ALL ITEMS AND LABOR REQUIRED FOR A COMPLETE INSTALLATION OF A SYSTEM OR ASSEMBLY, INCLUDING BUT NOT LIMITED TO, REQUIRED STRUCTURE BRACING, ACCESS PANELS, JUNCTIONS BOXES OR ITEMS CALLED FOR IN MANUFACTURER'S LITERATURE.
21. ALL PENETRATIONS THROUGH FIRE-RATED WALLS SHOULD BE PROVIDED IN ACCORDANCE WITH IBC 2003.
22. REFER TO CIVIL ENGINEERING DRAWINGS FOR ACTUAL FINISH FLOOR ELEVATIONS.
23. ALL EXIT DOORS TO HAVE A DROP NO GREATER THAN ½". A TAPERED / SLOPE SLAB CONNECTING EXTERIOR DOORS TO EXTERIOR SIDEWALKS SHALL BE NO GREATER THAN 1:48.
24. ALL APPLICABLE MATERIALS AND ASSEMBLIES SHALL CONFORM TO THE REQUIREMENTS OF THE TEXAS DEPARTMENT OF INSURANCE (TDI).
25. CONTRACTOR SHALL ASSIST ARCHITECT / ENGINEER IN COLLECTION OF DATA REQUIRED FOR THE TEXAS DEPARTMENT OF INSURANCE (TDI) CERTIFICATION.

CONSTRUCTION GUIDLINES:

1. APPLICABLE CODES

   INTERNATIONAL BUILDING CODES 2006
   INTERNATIONAL ENERGY CONSERVATION COMMISSION 2000
   INTERNATIONAL FIRE CODE 2000
   INTERNATIONAL MECHANICAL CODE 2000

2. OCCUPANCY CLASSIFICATION

   GROUP B – BUSINESS (SEC 304.1)
   MIXED OCCUPANCY PROVIDED NO
   AREA SEPARATION REQUIRED NO

3. CONSTRUCTION TYPE (SEC 602.2, TABLE 601 AND 602)

   TYPE II-B

4. GENERAL BUILDING LIMITATIONS

   1. ALLOWABLE HEIGHT AND BUILDING AREAS:
   NOTE: CALCULATIONS ARE BASED ON SEC 503, 504, 505, AND TABLE 503.

	ALLOWED	PROVIDED
BUILDING HEIGHT:	55'-0"	20'-0"
NUMBER OF STORIES:	2	1
BUILDING AREA:	14,500	4,665

   2 AREA MODIFICATION

	REQUIRED	PROVIDED
NUMBER OF FIRE AREAS:	1	1
AUTOMATIC SPRINKLER SYSTEM:	NO	NO

5. FIRE PROTECTION REQUIREMENTS

	WALLS	OPENINGS
EXTERIOR WALLS (TABLE 602)	0 HR	0 HR
FIRE WALLS AT AREA SEPARATION (TABLES 302.3, 705.4 WITH NOTE "a" AND TABLE 714.2)	N/A	N/A
FIRE BARRIERS AT INCIDENTAL USE AREAS (TABLE 302.1 WITH NOTE "a")	N/A	N/A
FIRE PARTITIONS AT EXIT ACCESS CORRIDORS (SEC 709.3, 709.4, 709.5, AND TABLE 7114.2 WITH NOTE "a")	N/A	N/A

6. MEANS OF EGRESS

   1. OCCUPANT LOAD CALCULATIONS (TABLE 1004.1.2)

A. BUSINESS AREA	4,373 SF @ 100 SF/OCC=	44 OCC
B. EDUCATIONAL AREAS	9,386 SF @ 20 SF/OCC=	470 OCC
C. EDUCATIONAL (SHOP & VOC)	19,533 SF @ 50 SF/OCC=	391 OCC
D. STOR, MECH, ELECT, OTHER	8,859 SF @ 300 SF/OCC=	30 OCC
	TOTAL=	935 OCC

   2. EGRESS WIDTH PER OCCUPANTS SERVE (TABLE 1005.1)

32 OCC @ 0.2 IN/OCC=	6.4	REQUIRED
2 X 3 = 6'-0"	72 IN	PROVIDED

   3. TRAVEL DISTANCE (SEC 1015.1 AND TABLE 1015.1)

MAXIMUM DISTANCE:	250 FT	ALLOWED
	45 FT	PROVIDED
MAXIMUM DEAD-END CORRIDOR:	50 FT	ALLOWED
	0 FT	PROVIDED

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DATE: JUNE 2013	

REVISIONS

NO	DATE		APP

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
T.B.A.E. FIRM REGISTRATION #19734
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

REGISTERED ARCHITECT — RICARDO MCGARROUGH — 19734 — STATE OF TEXAS — July 15, 2013

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

General Notes & Code Review

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No: G-1.1
SHEET No:

Jul 15, 2013 - 2:14pm steve.mcgarrough
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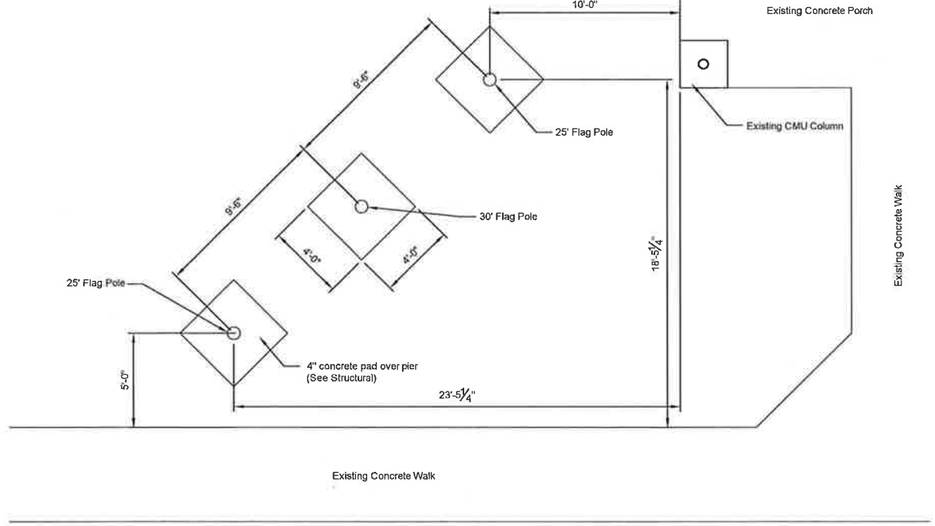
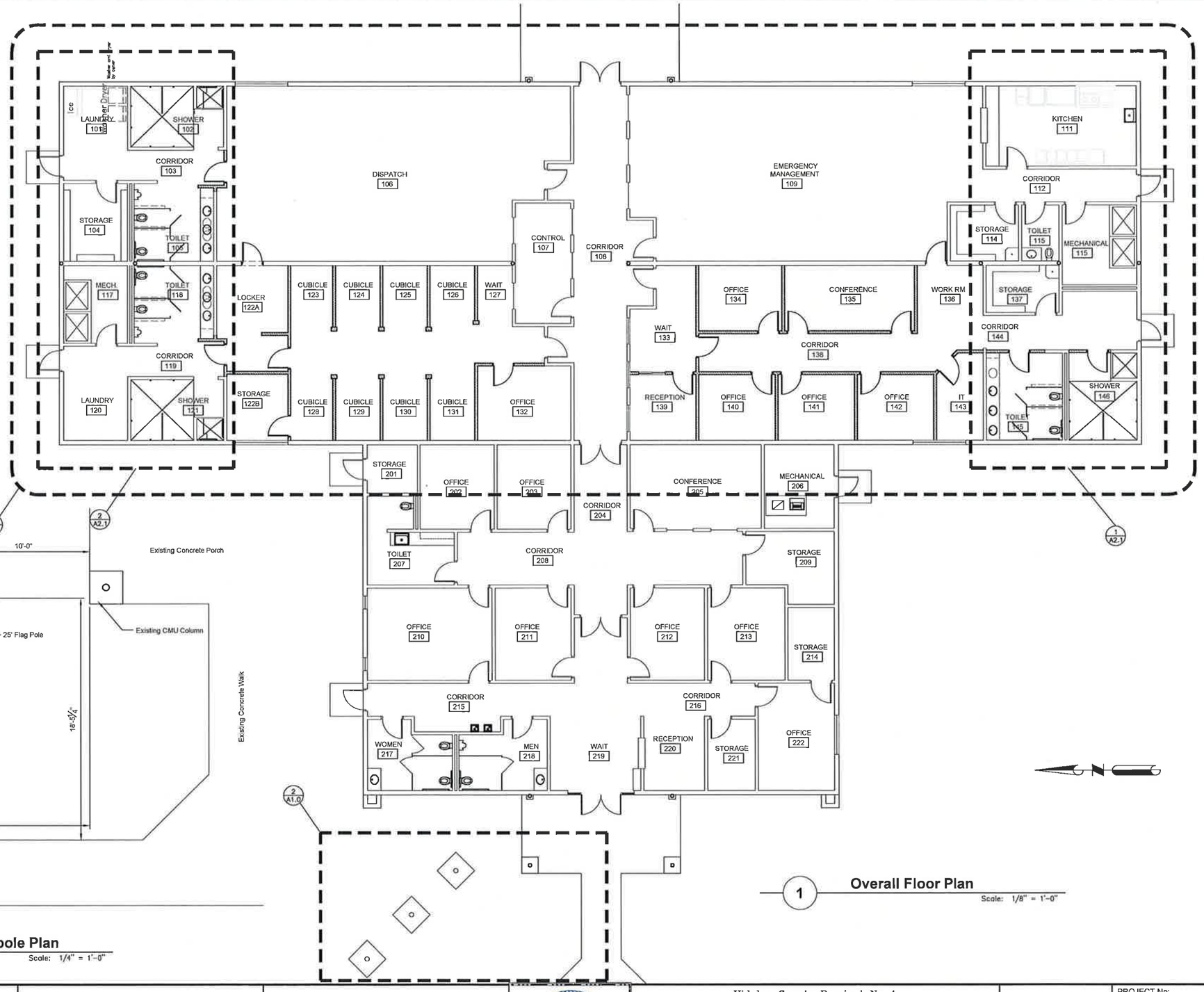
Flagpoles

Flag poles shall be provided by the Owner and installed by the contractor. See Structural for flagpole pier and mounting detail.



2 **Flagpole Plan**
Scale: 1/4" = 1'-0"



1 **Overall Floor Plan**
Scale: 1/8" = 1'-0"

DESIGNED BY:	REVISIONS		
DRAWN BY:	NO / DATE / APP	DANNENBAUM ENGINEERING COMPANY - McALLEN, LLC T.B.P.E. FIRM REGISTRATION #8999 T.B.A.E. FIRM REGISTRATION #19734 1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677	Hidalgo County Precinct No 4 Restitution Center Remodel Edinburg Texas
CHECKED BY:		REGISTERED ARCHITECT 19734 STATE OF TEXAS July 15, 2013	Overall Floor Plan
APPROVED BY:			SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS
DATE: JUNE 2013			PROJECT No: 4525-04 DRAWING No: A-1.0 SHEET No:

Jul 15, 2013 - 12:32pm steve.mcgarrough
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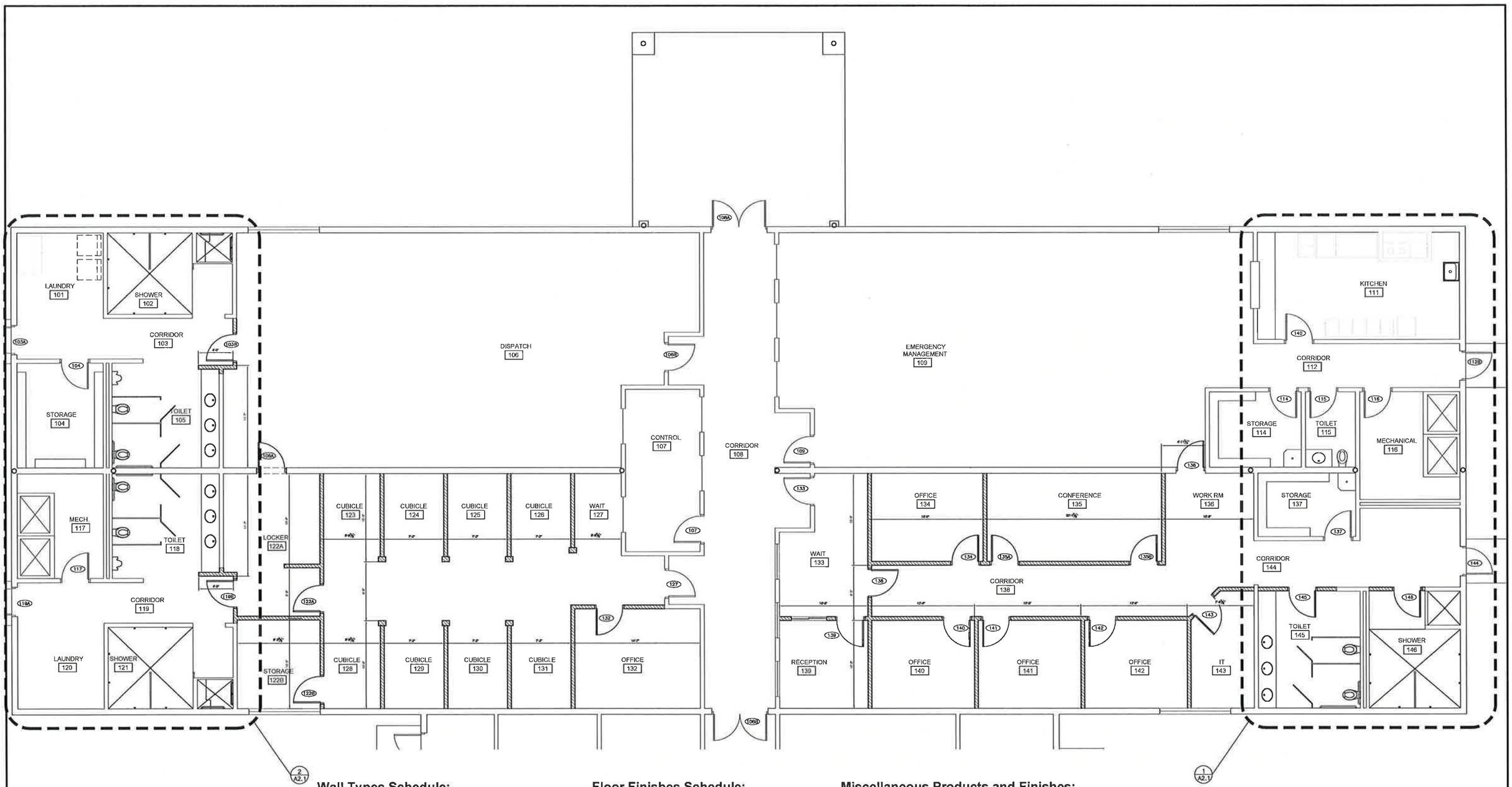

Wall Types Schedule:

Existing CMU block wall. Sand to rough surface and apply two coats of Sherwin Williams XXX or approved equal. Color to be selected.

New 2x4 wood stud wall w/ 5/8" gypsum board both sides. Walls extend to 9'-0" a.f.f. and braced to structure above. Tape, float, sand, texture, prime and paint with two coats of XXX or approved equal. Color to be selected.

Floor Finishes Schedule:

Existing Ceramic Tile (Floors and Walls): Protect finishes during construction. Replace damaged or missing tiles to match. Clean and point grout and clean tile at completion of project.

Existing Vinyl Composite Tile (VCT): Protect VCT during construction. Clean, strip, and apply 4 coats of wax at completion of project. Place new walls over existing VCT floors.

Rubber Cove Base: Remove all existing rubber cove base prior to painting walls. Install all new rubber cove base at VCT floor areas following wall painting. Rubber cove base by Roppe or other approved manufacturer. Color to be selected.

Miscellaneous Products and Finishes:

Protect all existing and new finishes during construction.

Clean windows, counter surfaces, toilet fixtures, accessories, mirrors and partitions, cabinets shelving and other miscellaneous surfaces at completion of project.

N

1 Enlarged Floor Plan

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	JUNE 2013

REVISIONS

NO	DATE		APP

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ENGINEERING COMPANY - McALLEN, LLC
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1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

REGISTERED ARCHITECT RICHARD MCDONALD 19734 STATE OF TEXAS
July 15, 2013

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

Enlarged Floor Plan

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No: A-1.1
SHEET No:

Jul 15, 2013 - 1:19pm steve.megarrough
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Legend:

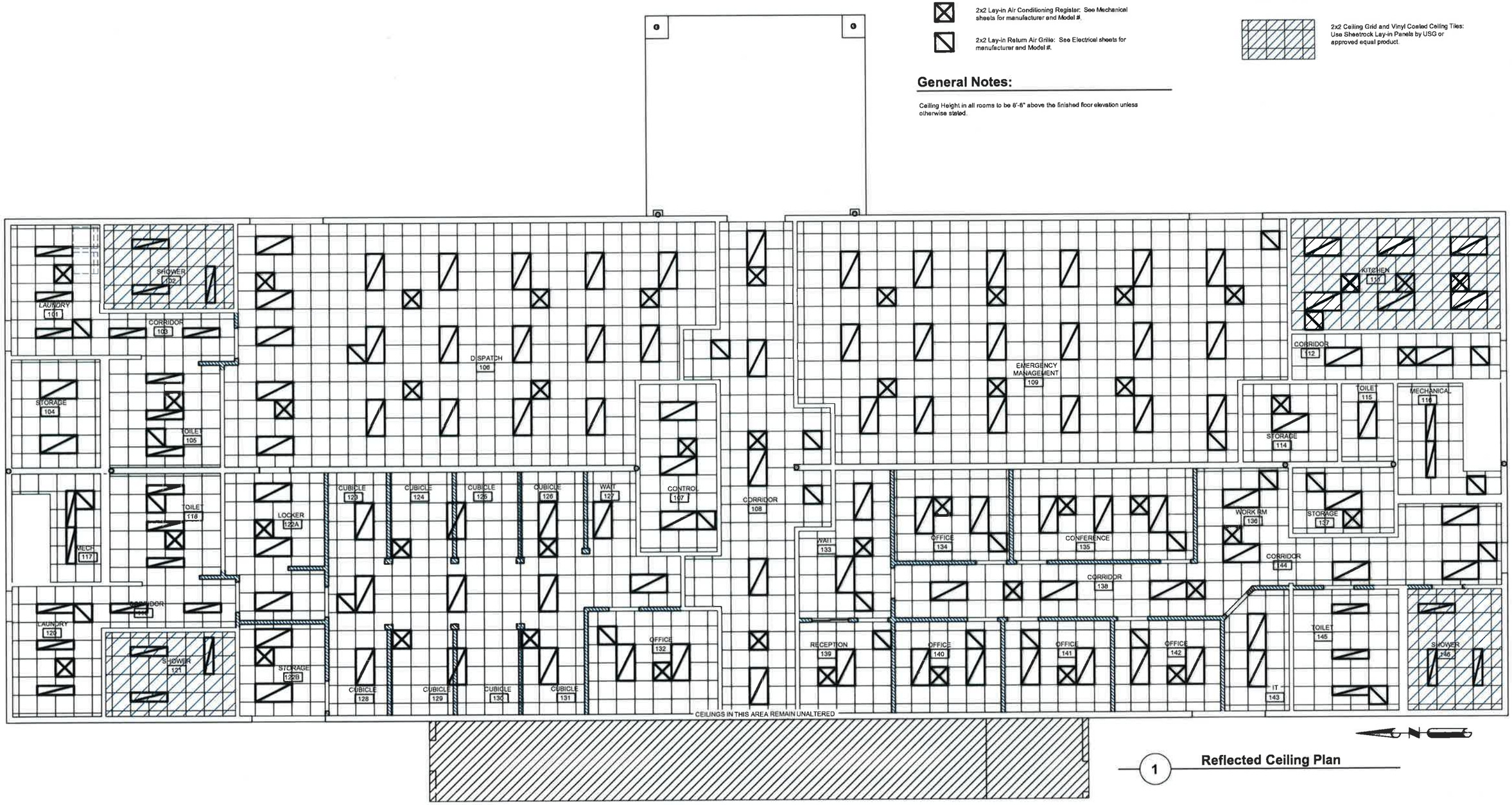
- 2x4 Lay-in Troffer Light Fixture: See Electrical sheets for manufacturer and Model #.
- Surface Mounted 4' Light Fixture: See Electrical sheets for manufacturer and Model #.
- 2x2 Lay-in Air Conditioning Register: See Mechanical sheets for manufacturer and Model #.
- 2x2 Lay-in Return Air Grille: See Electrical sheets for manufacturer and Model #.

Wall Types Schedule:

- 2x2 Ceiling Grid and Acoustic Ceiling Tile: Use DONN DXLA by USG or approved equal product.
- 2x2 Ceiling Grid and Vinyl Coated Ceiling Tiles: Use Sheetrock Lay-in Panels by USG or approved equal product.

General Notes:

Ceiling Height in all rooms to be 8'-6" above the finished floor elevation unless otherwise stated.



1 **Reflected Ceiling Plan**

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DATE: JUNE 2013	

REVISIONS

NO	DATE		APP

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ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
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1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

REGISTERED ARCHITECT RICHARD MCDONALD 19734 STATE OF TEXAS July 15, 2013

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

Reflected Ceiling Plan

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No: A-1.2
SHEET No:

Jul 15, 2013 - 1:54pm steve.mcgerreugh
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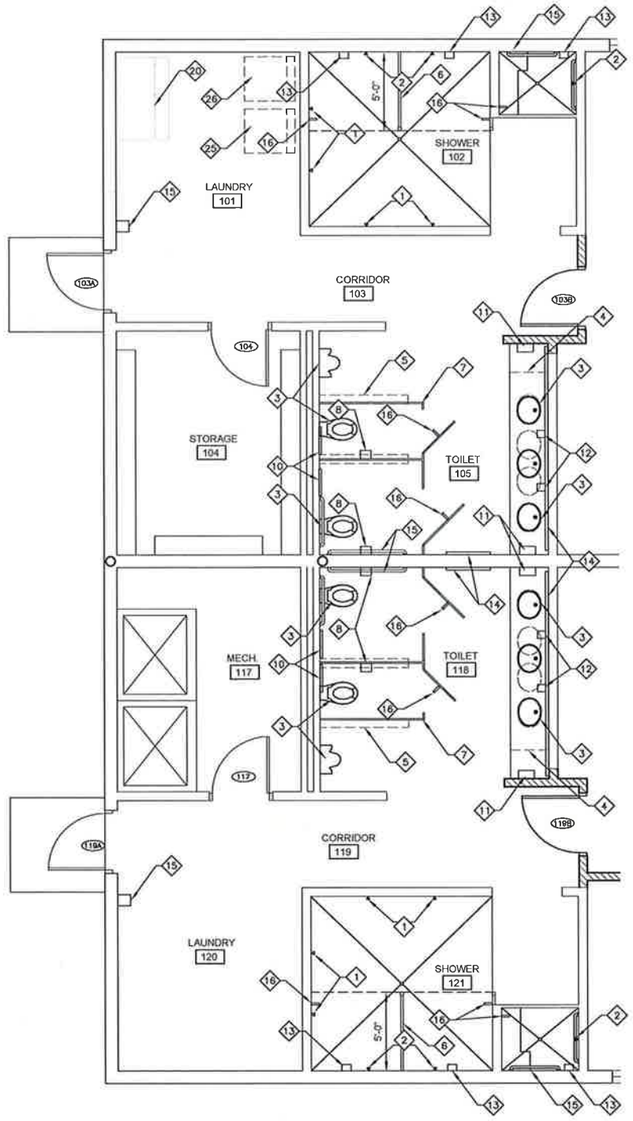
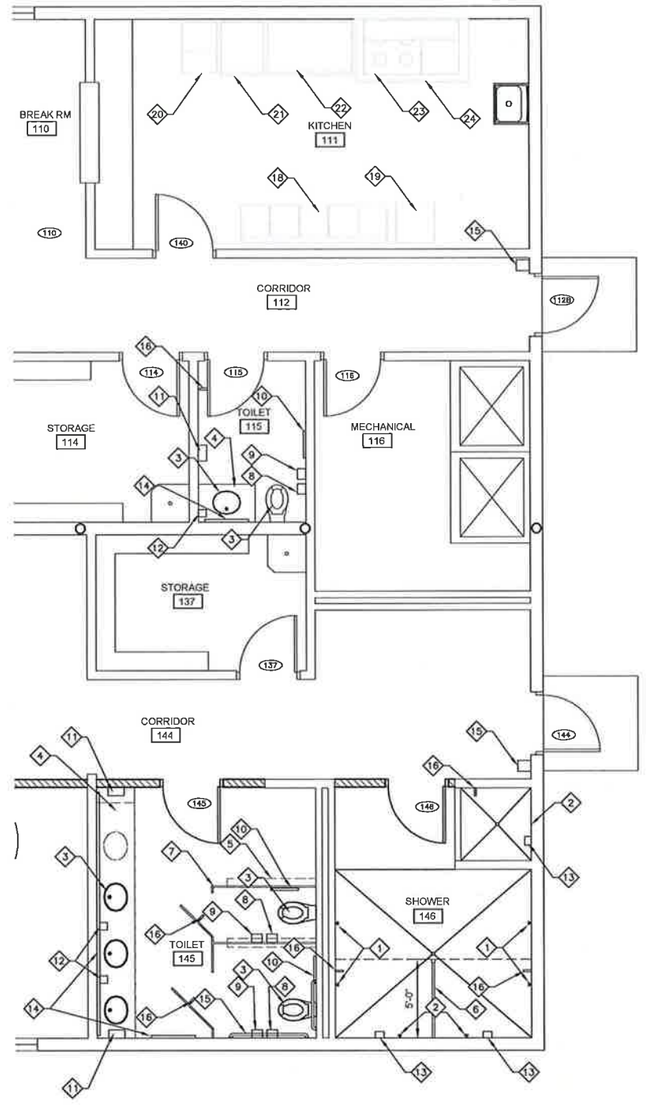
KEYED NOTES:

1. REMOVE EXISTING SHOWER HEAD AND FAUCET ASSEMBLY. REPAIR OPENING IN WALL. COVER REPAIR WITH NEW CERAMIC TILE TO MATCH EXISTING. (SEE PLUMBING SHEETS FOR ADDITIONAL INFORMATION).
2. REMOVE EXISTING SHOWER HEAD AND FAUCET ASSEMBLY. INSTALL NEW SHOWER HEAD, FAUCET ASSEMBLY. REPAIR OPENING IN WALL. COVER REPAIR WITH NEW CERAMIC TILE TO MATCH EXISTING. (SEE PLUMBING SHEETS FOR ADDITIONAL INFORMATION).
3. REMOVE AND REPLACE EXISTING PLUMBING FIXTURES. (SEE PLUMBING PLUMBING SHEETS FOR MANUFACTURER AND MODEL #).
4. REMOVE EXISTING COUNTER TOP. INSTALL NEW 3/4" PLYWOOD TOP WITH PLASTIC LAMINATE SURFACES. (LAMINATE TO BE SELECTED FROM WILSONART OR FORMICA STANDARD COLORS).
5. REMOVE EXISTING CMU TOILET PARTITION. INSTALL NEW CERAMIC TILE TO MATCH EXISTING AT LOCATION OF REMOVED PARTITION.
6. INSTALL NEW TOILET PARTITION AND HEADER BAR PREPARED FOR USE AS A SHOWER CURTAIN ROD. (USE HINEY HIDER OR APPROVED EQUAL PRODUCT).
7. INSTALL COMPLETE NEW TOILET PARTITION SYSTEM BY HINEY HIDER OR APPROVED EQUAL PRODUCT.
8. TOILET PAPER DISPENSER
9. SANITARY NAPKIN DISPENSER
10. TOILET SEAT COVER DISPENSER
11. PAPER TOWEL DISPENSER
12. SOAP DISPENSER
13. SOAP DISH
14. MIRROR
15. GRAB BAR PER CODE SIZING AND TYPE
16. COAT HOOK
17. FIRE EXTINGUISHER
18. SINK
19. DISH WASHER
20. ICE MAKER
21. REFRIGERATOR
22. FREEZER
23. RANGE
24. RANGE HOOD W/ FIRE SUPPRESSION
25. WASHING MACHINE PROVIDED BY OWNER, CONTRACTOR INSTALLED
26. DRYER PROVIDED BY OWNER, CONTRACTOR INSTALLED



2 **Enlarged Plan Details**



1 **Enlarged Plan Details**

DESIGNED BY:	REVISIONS			
DRAWN BY:	NO	DATE		APP
CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

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1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

REGISTERED ARCHITECT — HUGO MCGARRAUGH — 19734 — STATE OF TEXAS — July 15, 2013

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

Enlarged Plan Details

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No: A-2.1
SHEET No:

Jul 15, 2013 - 2:19pm steve.mcgarraugh
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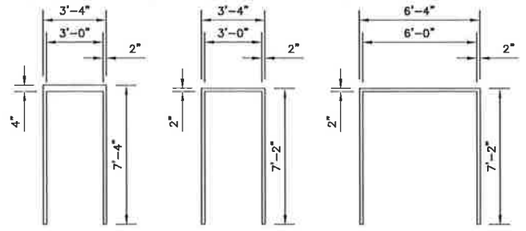
DOOR AND FRAME SCHEDULE - FVD											
	DOOR					FRAME					NOTES
MARK	SIZE WD	SIZE HGT	ELEV TYPE	MATL	GLAZING	MATL	EL	DETAIL HEAD	DETAIL JAMB	DETAIL SILL	
103A	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
103B	3'-0"	7'-0"	C	STEEL		STEEL	2	6	5	--	
104	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
106A	3'-0"	7'-0"	C	WOOD		STEEL	1	6	5	--	FIRE RATED
106B	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
107	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
108A	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
108B	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
109	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
110	3'-0"	7'-0"	A	WOOD	HALF	STEEL	2	6	5	--	
111	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
112A	3'-0"	7'-0"	A	STEEL	HALF	STEEL	2	6	5	--	
112B	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
114	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
115	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
116	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
117	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
119A	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
119B	3'-0"	7'-0"	C	STEEL		STEEL	2	6	5	--	
122	3'-0"	7'-0"	C	WOOD		STEEL	2	6	5	--	
127	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
132	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
133	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
134	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
135A	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
135B	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
137	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
138	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
139	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
140	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
141	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
142	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
143	3'-0"	7'-0"	E	WOOD	VISION	STEEL	2	6	5	--	
144	EXISTING	EXISTING		EXISTING		EXISTING	--	--	--	--	REPAINT ONLY
145	3'-0"	7'-0"	C	STEEL		STEEL	2	6	5	--	

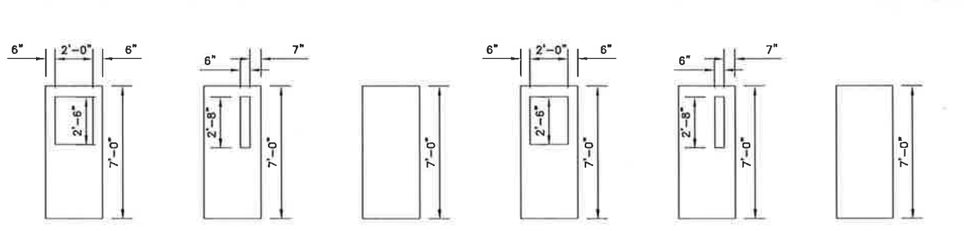


FRAME TYPE "1"
5¾" 16 gauge hollow metal frame with steel masonry anchors 3 per jamb and 2 per head, minimum. Prime and paint.

FRAME TYPE "2"
5¾" 16 gauge hollow metal frame. Prime and paint.

FRAME TYPE "3"
5¾" 16 gauge hollow metal frame. Prime and paint.

3 FRAME TYPES
Scale: 1/4" = 1'-0"



DOOR TYPE "A"
FLUSH STEEL DOOR WITH LEXAN GLASS

DOOR TYPE "B"
FIRE RATED FLUSH METAL DOOR WITH TEMPERED GLAZING

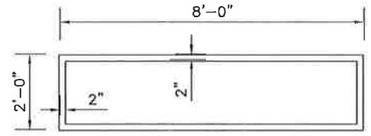
DOOR TYPE "C"
FIRE RATED FLUSH METAL DOOR

DOOR TYPE "D"
SOLID CORE WOOD FLUSH PANEL DOOR WITH LAMINATE FINISH. LAMINATE TO BE SELECTED. WITH TEMPERED GLAZING.

DOOR TYPE "E"
SOLID CORE WOOD FLUSH PANEL DOOR WITH LAMINATE FINISH. LAMINATE TO BE SELECTED. WITH TEMPERED VISION GLASS

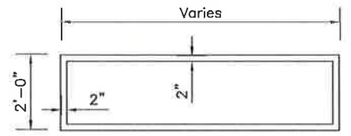
DOOR TYPE "F"
SOLID CORE WOOD FLUSH PANEL DOOR WITH LAMINATE FINISH. LAMINATE TO BE SELECTED

2 DOOR TYPES
Scale: 1/4" = 1'-0"



HOLLOW METAL FRAME AND OPAQUE FINISH INSULATED GLAZING.

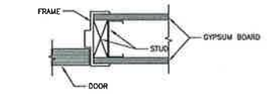
WINDOW TYPE "W1"
HOLLOW METAL



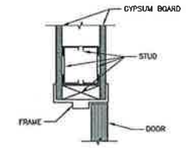
EXISTING HOLLOW METAL FRAME AND GLAZING. REPAINT FRAME

WINDOW TYPE "W2"
HOLLOW METAL

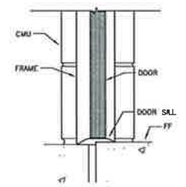
4 WINDOW TYPES
Scale: 1/2" = 1'-0"



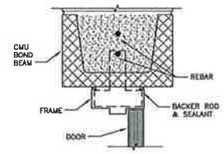
5 INTERIOR DOOR JAMB
Scale: 1-1/2" = 1'-0"



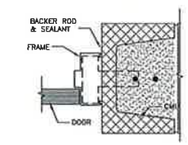
6 INTERIOR DOOR HEAD
Scale: 1-1/2" = 1'-0"



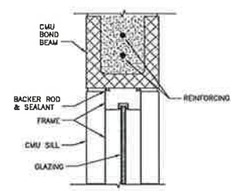
7 CMU DOOR SILL
Scale: 1-1/2" = 1'-0"



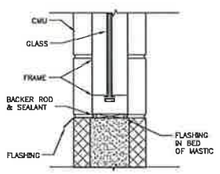
8 CMU DOOR HEAD
Scale: 1-1/2" = 1'-0"



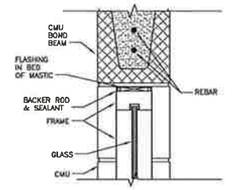
9 CMU DOOR JAMB
Scale: 1-1/2" = 1'-0"



10 WINDOW JAMB
Scale: 1-1/2" = 1'-0"



11 WINDOW SILL
Scale: 1-1/2" = 1'-0"



12 WINDOW HEAD
Scale: 1-1/2" = 1'-0"

DESIGNED BY:	REVISIONS			
DRAWN BY:	NO	DATE		APP
CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

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REGISTERED ARCHITECT LEWIS McDONALD 19734 STATE OF TEXAS July 15, 2013

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

Door Schedule/ Door Details

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No: A-3.1
SHEET No:

Jul 15, 2013 - 2:06pm steve.mcgrough
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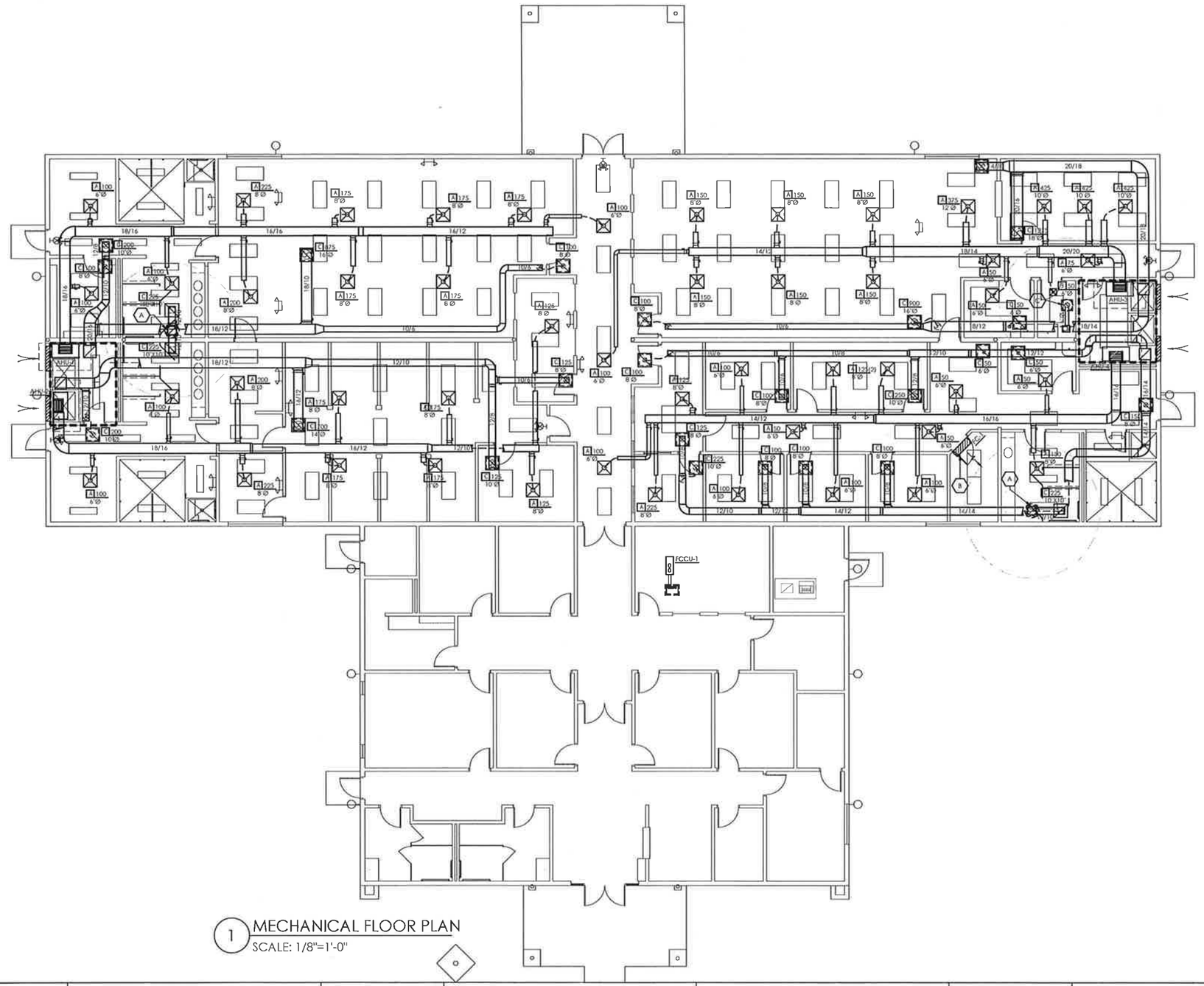

1 MECHANICAL FLOOR PLAN
SCALE: 1/8"=1'-0"

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07/15/13

STATE OF TEXAS
LEONARDO MUNOZ
97437
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CHECKED BY:			
APPROVED BY:			
DATE: JUNE 2013			

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Restitution Center Remodel
Edinburg Texas

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: M1.1

Jul 15, 2013 - 3:04pm NICK
\\DISKSTATION\Trinity\2013\13.1.17\DWG\13.1.17 MECH.dwg

GENERAL NOTES - MECHANICAL:

(1) THE MECHANICAL CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE WORK IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES UNDER THIS SECTION OF THE CONTRACT. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE LOCAL CODES, HE/SHE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET APPLICABLE LOCAL CODES, AND RE-WORK SHALL BE AT CONTRACTOR'S EXPENSE.

(2) CONTRACTOR SHALL HANG AND INSTALL ALL DUCTWORK FLUSH WITH THE BUILDING STRUCTURE TO ACCOMMODATE NEW CEILINGS. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WORK WITH ARCHITECTURAL AND ELECTRICAL DESIGN. ALL DUCTWORK SHALL BE MODIFIED AS NECESSARY AND REQUIRED TO FIT AROUND BUILDING STRUCTURES, ARCHITECTURAL BUILD-OUT AND ELECTRICAL CABLE TRAY INSTALLATIONS. MECHANICAL CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE WORK SCOPE OF OTHER TRADES AND PARTICIPATE IN COORDINATING ALL CONSTRUCTION EFFORTS.

(3) CONNECT EACH DIFFUSER TO THE MAIN DISTRIBUTION DUCTS WITH A FLEX-DUCT SECTION; CONNECTIONS SHALL BE COMPLETED IN ACCORDANCE WITH THE DETAIL. EACH FLEX-DUCT CONNECTION SHALL INCLUDE A BUTTERFLY DAMPER TO BE INSTALLED AT THE TRUNK DUCT.

(4) CONTRACTOR SHALL PROVIDE ALL DUCTWORK REQUIRED TO COMPLETE THE HVAC SYSTEM. TIE IN BRANCH DUCTS TO MAIN DUCTS WITH SHEET METAL FLANGES. FLANGE CONNECTION SHALL BE FASTENED WITH CRIMPED SHEET METAL STRIPS AND SEALED WITH SILICONE CAULK.

(5) CONTRACTOR SHALL SUPPLY AND INSTALL FIRE DAMPERS AND ACCESS DOORS IN THE HORIZONTAL DUCTS WHERE THEY PENETRATE FIRE WALLS & BARRIERS.

(6) ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS. CONTRACTOR SHALL REINFORCE ALL OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS, PATCH AND SEAL OPENINGS WITH 8000 PSI CEMENT GROUT. INSTALL DECORATIVE TRIM (EQUIPMENT FLANGES, FRAMING OR ESCUTCHEONS) AROUND OPENINGS IN FINISHED AREAS. COORDINATE ALL CUTTING AND PATCHING WITH THE OTHER TRADES

(7) ON ANY WORK SHOWN ON MECHANICAL DRAWINGS REQUIRING DEMOLITION OF EXISTING OR NEW BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT-APPROVED PATCHING MATERIALS. REPAIRS SHALL BE COMPLETED ACCORDING TO ARCHITECTURAL SPECIFICATIONS. ALL REFINISHING SHALL BE APPROVED BY THE ARCHITECT.

(8) CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE INSTALLATION OF THE AIR DISTRIBUTION SYSTEM SHOWN. DUCTWORK, DUCT ACCESSORIES AND CONTROLS SHOWN AND REQUIRED SHALL BE SUPPLIED AND INSTALLED. ALL INSTALLATION WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CODES, INCLUDING NFPA 90A AND 90B [NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems]] NFPA 90B: Standard for the Installation of Warm Air Heating AND AIR-CONDITIONING SYSTEMS]

(9) CONTRACTOR SHALL BALANCE ALL AIR DISTRIBUTION SYSTEMS TO ACHIEVE THE AIR VOLUME REQUIREMENTS INDICATED. BALANCING SHALL INCLUDE ADJUSTMENT OF ALL MANUAL VOLUME DAMPERS, SPLITTER DAMPERS, ZONE DAMPERS (IF REQUIRED). BUTTERFLY DAMPERS AND INDIVIDUAL DIFFUSER VOLUME DAMPERS (FINAL BALANCING ONLY). CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A COMPLETE BALANCING REPORT WHICH INCLUDES, VOLUME, ROOM REFERENCE AND ZONE VOLUME TOTALS.

(10) MOUNT ALL THERMOSTATS (SENSORS) 48" ABOVE THE FINISHED FLOOR LEVEL. THERMOSTATS SHOWN SHALL BE IN CONTROL OF THE ZONE SYSTEM WHICH IS SUPPLYING AIR TO THE AREA WHERE THE THERMOSTAT IS LOCATED. CONTRACTOR SHALL SUPPLY AND INSTALL ALL CONTROL VOLTAGE WIRING AND CONDUIT FOR THERMOSTAT (DDC CONTROL) INSTALLATION.

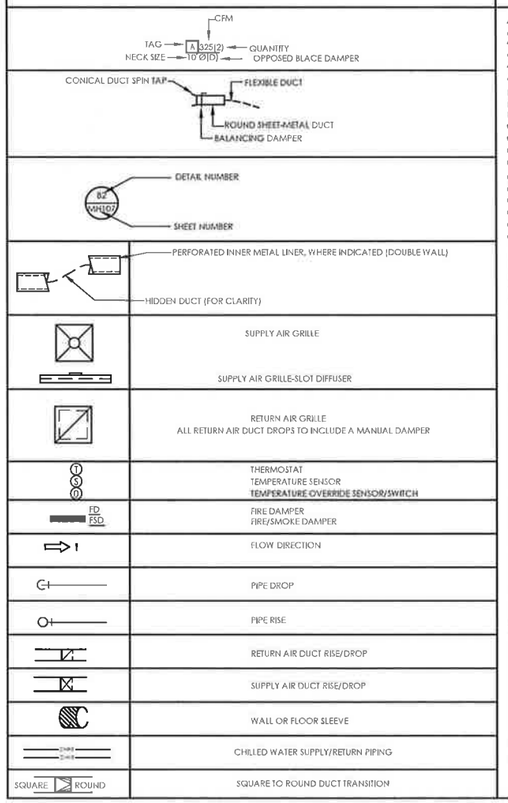
(11) CONTRACTOR SHALL INSTALL NEW REFRIGERANT PIPING FLUSH WITH THE BUILDING STRUCTURE AND MECHANICAL ROOM BOUNDARIES AS SHOWN. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WORK WITH DUCTS AND ELECTRICAL CONDUIT. MECHANICAL CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE WORK SCOPE OF OTHER TRADES AND PARTICIPATE IN COORDINATING ALL CONSTRUCTION EFFORTS.

(12) ALL PIPING SHALL BE INSULATED AND JACKETED. REFER TO THE SPECIFICATIONS. THE CONDENSING AND ROOF TOP CONDENSER COILS ARE TO BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.

(13) PROVIDE SMOKE DETECTOR AND SHUTDOWN CONTROLS ON AIR HANDLERS AND SUPPLY FANS. SMOKE DETECTORS SHALL BE PROVIDED BY DIVISION 16 AND INSTALLED BY DIVISION 15. COORDINATE TO PROVIDE A COMPLETE SYSTEM. PROVIDE BOTH SUPPLY AND RETURN SIDE DEVICES.

(14) PROVIDE SEVEN DAY PROGRAMMABLE THERMOSTAT, 24 HOUR SINGLE/MULTI STAGE COMMERCIAL THERMOSTAT, DUAL SET POINTS, OCCUPIED AND UNOCCUPIED PERIODS, UNIT OPTIMIZATION, AUTO HEATING/COOLING AND AUTO CHANGE OVER, SUB-BASE BACK-UP BATTERY AND TEMPORARY OVER-RIDE. 24 VAC CONTROL VOLTAGE. PROVIDE PLASTIC SEE THRU PROTECTIVE COVER WITH KEY LOCK.

MECHANICAL SYMBOL LEGEND



MECHANICAL ABBREVIATIONS

A/C	AIR CONDITIONED
AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
BDD	BACK DRAFT DAMPER
BHP	BRAKE HORSEPOWER
BTU	BRITISH THERMAL UNIT
CFM	CUBIC FEET PER MINUTE
CH	CHILLER
CHP	CHILLED WATER PUMP
CLG	CEILING
CWP	CONDENSER WATER PUMP
CO	CLEANOUT
CT	COOLING TOWER
CU	CONDENSING UNIT
CW	COLD WATER
CL	CENTER LINE
DB	DRY BULB
DIA	DIAMETER
DN	DOWN
DWG	DRAWING
DX	DIRECT EXPANSION
EAT	ENTERING AIR TEMPERATURE
EDH	ELECTRIC DUCT HEATER
EF	EXHAUST FAN
ELEC	ELECTRICAL
ELEV	ELEVATION
F	DEGREES FAHRENHEIT
FC	FAN COIL
FD	FIRE DAMPER
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR
FPM	FEET PER MINUTE
FT	FEET, FOOT
FS	FLOW SWITCH
GAL	GALLON
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
HB	HOSE BIBB
HP	HORSEPOWER
HR	HEAT PUMP (WATER SOURCE)
HR	HOUR
HVAC	HEATING/VENTILATING/ AIR CONDITIONING
HWP	HOT WATER PUMP
HZ	HERTZ
ID	INSIDE DIAMETER
IE	INVERT ELEVATION (FLOW LINE)
IN	INCHES
INSUL	INSULATION
IN WG	INCHES OF WATER
KW	KILOWATT(S)
LAT	LEAVING AIR TEMPERATURE
LB	POUND
L	LOUVER
MAX	MAXIMUM
MBD	MANUAL BALANCING DAMPER
MD	MOTORIZED DAMPER
MECH	MECHANICAL
MIN	MINIMUM
MS	MOTOR STARTER
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OAH	OUTSIDE AIR INTAKE HOOD
OBD	OPPOSED BLADE DAMPER
OC	ON CENTER
P	PUMP
PBD	PARALLEL BLADE DAMPER
PP	PRIMARY CHILLED WATER PUMP
PRESS	PRESSURE
PRV	PRESSURE REDUCING VALVE
PSIG	POUNDS PER SQUARE INCH (GAUGE)
R	RETURN (AIR DEVICE)
RA	RETURN AIR
RE: 4M7.01	REFER TO DETAIL 4, SHEET M7.01
RET	RETURN
RH	RELATIVE HUMIDITY
RHD	RELIEF HOOD
RPM	REVOLUTIONS PER MINUTE
RTU	ROOF TOP UNIT
S	SUPPLY (AIR DEVICE)
SA	SUPPLY AIR
SCH	SCHEDULE
SCHP	SECONDARY CHILLED WATER PUMP
SD	SMOKE DAMPER
SEC	SECOND
SF	SUPPLY FAN
SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
SP	STATIC PRESSURE
SPEC	SPECIFICATION
SF	SQUARE FOOT
STD	STANDARD
TEMP	TEMPERATURE
TSTAT	THERMOSTAT
TYP	TYPICAL
UF	UNDER FLOOR
UH	UNIT HEATER
UL	UNDERWRITERS LABORATORIES
VEL	VELOCITY
VENT	VENTILATE
VF	VENTILATION FAN
VOL	VOLUME
VOLT	VOLTAGE
W	WIDE, WIDTH
W/	WITH
WB	WET BULB
W/O	WITHOUT

H.V.A.C. SYSTEM — SECTION 15500

THE WORK INCLUDES PROVIDING THE HVAC SYSTEMS, INCLUDING DUCTWORK, DIFFUSERS AND GRILLES, INSULATION, CONTROLS, AND ALL OTHER EQUIPMENT NECESSARY FOR A COMPLETE FUNCTIONING SYSTEM. HVAC SYSTEM SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

- HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS.
- SUPPLY AND RETURN DUCTWORK SYSTEMS WITH GRILLES, DIFFUSERS, FILTERS, AND DAMPERS.
- TEMPERATURE CONTROL SYSTEM INCLUDING LOW VOLTAGE WIRING AND CONDUIT.
- DUCT, PIPING, AND EQUIPMENT INSULATION, WHERE INDICATED HEREIN.
- CONTROLS AND WIRING FOR CONNECTION TO LANDLORD'S FIRE-SMOKE ALARM SYSTEM (WHERE APPLICABLE).

THE CONTRACTOR SHALL COORDINATE ALL NEW DUCTWORK INCLUDING DUCTWORK INSULATION AND REINFORCING WITH EXISTING DUCTWORK AND DUCTWORK ANGLE BRACING SUCH THAT THE NEW DUCTWORK WILL FIT WITHIN THE SPACE LIMITATIONS OF THE PROJECT.

CONDENSATE PIPING: CONDENSATE PIPING SHALL BE A MINIMUM OF 3/4" COPPER TYPE "L" PIPE. ALL CONDENSATE DRAINS SHALL BE INSULATED WITH 1/2" THICK CLOSED CELL INSULATION SIMILAR TO ARMAFLEX 2000.

THE DESIGN, SELECTION, SPACING AND APPLICATION OF HORIZONTAL PIPE HANGERS, SUPPORTS, RESTRAINTS, ANCHORS AND GUIDES SHALL BE IN ACCORDANCE WITH THE STANDARD CODE FOR PRESSURE PIPING ANSI B31.1 AND THE LATEST EDITION OF THE MANUFACTURERS' STANDARDIZATION SOCIETY STANDARDS MSS SP- 69, "PIPE HANGERS AND SUPPORTS--SELECTION AND APPLICATION":

PROVIDE PIPE COVERING PROTECTION SHIELDS AND SADDLES FOR ALL INSULATED PIPING AT THE LOCATIONS OF ALL SUPPORTS. THE PROTECTION SHIELD LENGTH AND GAUGE THICKNESS FOR USE AT EACH CLEVIS HANGER SHALL BE AS SPECIFIED FOR TYPE 40 PROTECTION SHIELDS IN THE CURRENT EDITION OF MSS SP-69. PROTECTION SHIELDS SHALL BE GALVANIZED AND SHALL BE ARRANGED TO COVER ONE-HALF OF THE CIRCUMFERENCE OF THE INSULATION AND SHALL BE MOUNTED ON THE OUTSIDE OF THE INSULATION WITH INSULATION BLOCKING BETWEEN THE PIPE AND SADDLE TO PREVENT CRUSHING OF THE INSULATION. INSULATION BLOCKING SHALL BE UPJOHN 2 POUND HIGH DENSITY MOLDED URETHANE OR SEGMENTED MACHINERY CORK DIPPED IN HOT ASPHALT VAPOR SEAL OF NOT LESS THAN THE SAME LENGTH AND CIRCUMFERENCE AS THE PIPE PROTECTION SHIELD.

ALL HANGERS, HARDWARE, RODS, CLAMPS, CHANNELS, BASE PLATES, ANGLES, BOLTS, NUTS AND OTHER FACTORY-BUILT OR SHOP FABRICATED PIPE SUPPORT DEVICES SHALL BE GALVANIZED OR CADMIUM PLATED UNLESS NOTED OTHERWISE ON THE DRAWINGS. ALL SHOP FABRICATED AND WELDED STEEL SUPPORTS SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.

ALL CONCRETE INSERTS FOR HANGER RODS SHALL BE NATIONAL PIPE HANGERS CORPORATION FIGURE 606 WITH FIGURE 607, OR GRINNELL FIGURE 282, FIGURE 152, OR APPROVED EQUAL. METAL DECK CONCRETE INSERT SHALL BE F & S MANUFACTURING CORPORATION FIGURE 282, GALVANIZED FABRICATED STEEL METAL DECK CEILING BOLT, PHILLIPS RED HEAD, OR APPROVED EQUAL. HANGER RODS, INSERTS, ETC., SHALL BE SIZED AND INSTALLED AS RECOMMENDED BY THE HANGER MANUFACTURER FOR THE SERVICE INTENDED.

FIELD VERIFY THE EXACT SIZES AND LOCATIONS OF ALL EXISTING DUCTWORK AND PIPING PRIOR TO DEMOLITION OF ANY EXISTING WORK. THE DEMOLITION WORK SHALL BE COORDINATED WITH THE NEW WORK TO ASSURE PROPER LIMITS OF DEMOLITION.

WARRANTY: PROVIDE LABOR AND MATERIALS TO REPAIR OR REPLACE DEFECTIVE PARTS AND MATERIALS AS REQUIRED FOR ONE YEAR AFTER SUBSTANTIAL COMPLETION OR OWNER ACCEPTANCE OF THE COMPLETED PROJECT. PROVIDE A SEPARATE LINE ITEM DEDUCT AMOUNT ON THE PROPOSAL FORM TO DELETE WARRANTY SERVICE, AT THE OWNER'S OPTION.

DRAWINGS FOR HVAC WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, LAYOUT, AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENTS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. AS REQUIRED, PROVIDE ALL DUCTWORK, CONNECTIONS, ACCESSORIES, OFFSETS, AND MATERIALS NECESSARY TO FACILITATE THE SYSTEM FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT INDICATED. THE WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES OR ORDINANCES AND SUBJECT TO INSPECTION.

COORDINATE WITH THE WORK OF OTHER SECTIONS. EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE LANDLORD, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE.

EXTRA STOCK: PROVIDE TWO SETS OF REPLACEMENT FILTERS PER EACH INSTALLED FOR ALL THE ROOFTOP UNITS, AND OTHER EQUIPMENT AND DEVICES, AND PROVIDE AN ITEMIZED LIST OF THE NUMBER, TYPE REQUIRED, AND WHERE USED. OBTAIN RECEIPT FROM OWNER THAT THESE ITEMS HAVE BEEN DELIVERED AND ACCEPTED BY THE OWNER'S REPRESENTATIVE.

DUCT DIMENSIONS: UNLESS OTHERWISE NOTED, DUCT DIMENSIONS ON DRAWING ARE SHEET METAL DIMENSIONS ON UNLINED DUCTS (INTERIOR DIMENSIONS).

SHEET METAL DUCTWORK: SHEET METAL DUCTWORK SHALL BE FABRICATED AND INSTALLED TO MEET ASHRAE AND SMACNA STANDARDS, FOR 1" W.G. PRESSURE CLASS. SHEET METAL SHALL BE GALVANIZED SHEET STEEL OF LOCK FORMING QUALITY, ASTM A-525. ALL ANGLE IRON USED FOR SUPPORT SHALL BE GALVANIZED. CONNECTIONS TO WALLS OR FLOOR SHALL BE AIR TIGHT WITH ANGLE IRON AND CAULKING. SEAL ALL DUCT SEAMS, TRANSVERSE AND LONGITUDINAL, AIR TIGHT. PROVIDE TURNING VANES AT ALL ELBOWS OR OFFSETS EXCEEDING 30°.

DUCT SHALL BE EXTERNALLY WRAPPED W/ 2" FIBERGLASS BLANKET INSULATION.

RIGID ROUND GALVANIZED DUCT SHALL BE SPIRAL OR SNAP LOCK GALVANIZED SHEETMETAL COMPLYING WITH SMACNA.

FIBERGLASS DUCT BOARD IS AN ACCEPTABLE W/ PRIOR WRITTEN OWNER PERMISSION. MINIMUM R-VALUE OF 5 REQUIRED FOR CONDITIONED SPACES AND MINIMUM R-VALUE OF 8 FOR UNCONDITIONED SPACES.

FLEXIBLE DUCT CONNECTOR: WHERE INDICATED PROVIDE U.L. LABELED 30oz. NEOPRENE COATED FIBERGLASS FABRIC DUCT CONNECTORS.

GRILLES AND DIFFUSERS: PROVIDE GRILLES, DIFFUSERS, AND DAMPERS IN SIZES, CAPACITIES, MATERIALS, AND PATTERN INDICATED ON THE DRAWINGS.

ACCESS PANELS: PROVIDE HINGED ACCESS PANELS IN DUCTWORK WHERE REQUIRED FOR ACCESS TO EQUIPMENT. PROVIDE INSULATED ACCESS DOORS IN INSULATED DUCTWORK.

PROVIDE WHERE APPLICABLE, DUCT MOUNTED SUPPLY AND/OR RETURN AIR PHOTOELECTRIC TYPE UL LISTED SMOKE DETECTORS. DETECTORS SHALL BE LISTED FOR THE AIR VELOCITIES ENCOUNTERED. PROVIDE INTERLOCK WIRING AND RELAYS FOR UNIT SHUT DOWN. ON ACTIVATION OF ANY DETECTOR, ALL HVAC UNIT FANS SHALL STOP.

TEST AND ADJUST EACH PIECE OF EQUIPMENT AND EACH SYSTEM AS REQUIRED TO ASSURE PROPER BALANCE AND OPERATION. TEST AND BALANCE SHALL BE PERFORMED BY AN INDEPENDENT NEBB OR AABC REGISTERED CONTRACTOR. ELIMINATE NOISE AND VIBRATION, AND ASSURE PROPER FUNCTION OF ALL CONTROLS. MAINTENANCE OF TEMPERATURE, AND OPERATION. BALANCE MECHANICAL SYSTEM, AND SUBMIT COMPLETED TEST

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Project number:13.1.17

07/15/13 STATE OF TEXAS LEONARDO MUNOZ 97437 LICENSED PROFESSIONAL ENGINEER

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	JUNE 2013

REVISIONS

NO	DATE		APP

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0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: M2.1

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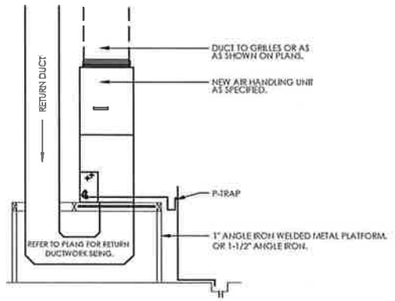
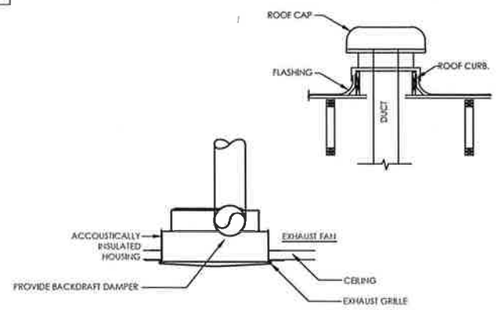


NOTE: THIS DETAIL IS NOT A SCALED SECTION OF THE PLAN. SOME DUCT AND AIR DEVICES MIGHT BE SHOWN DIFFERENTLY ON THE MECHANICAL FLOOR PLAN.

AHU WITH DUCTED RETURN
NO SCALE

02



CEILING EXHAUST FAN DETAIL
NO SCALE

03

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CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

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0 1"
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PROJECT No: 4525-04
DRAWING No:
SHEET No: M3.1

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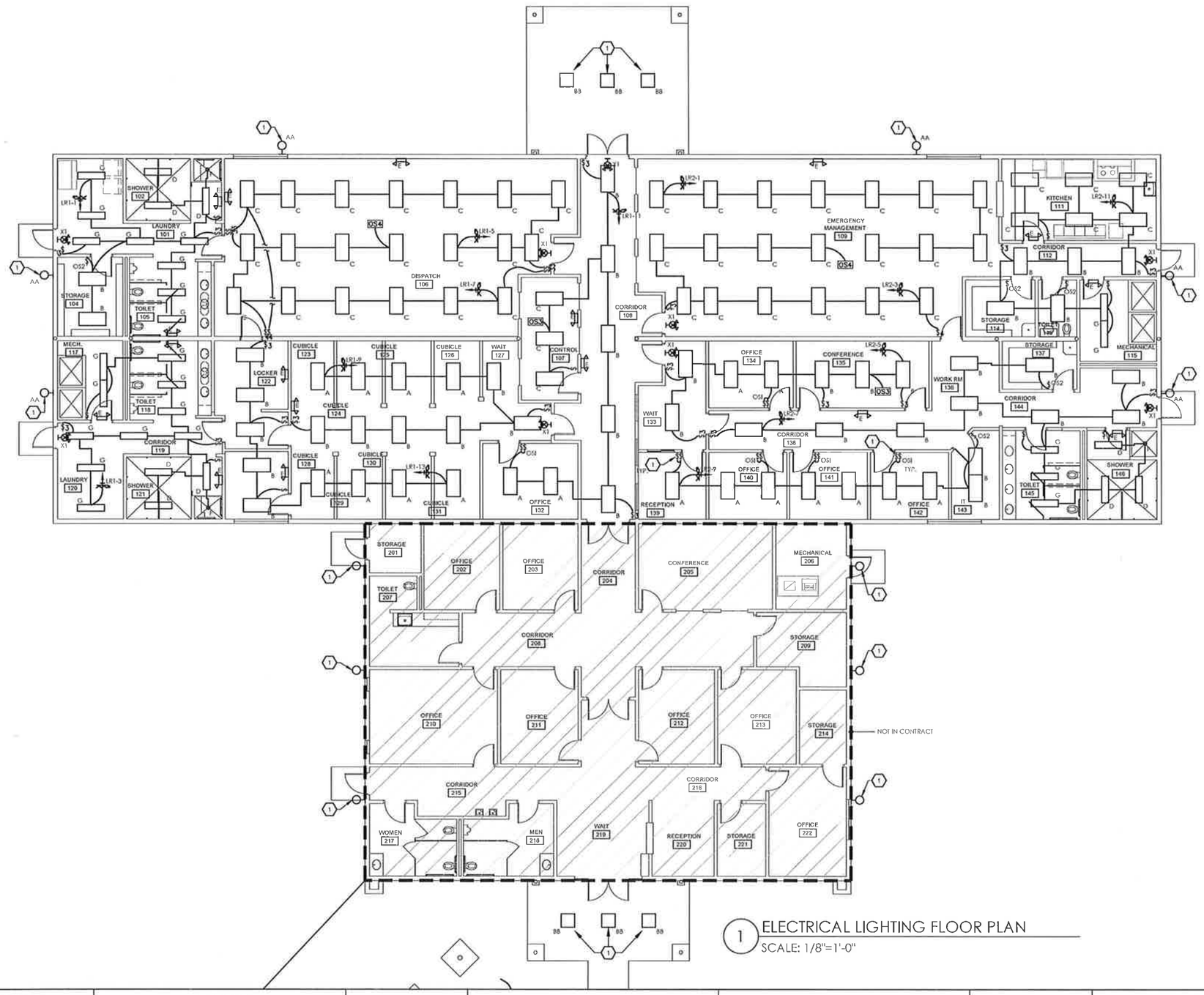

1 ELECTRICAL LIGHTING FLOOR PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES: LIGHTING

A. ALL EXIT FIXTURES TYPE-"X1 & X2", EMERGENCY LIGHT FIXTURE TYPE-"E" AND ALL EMERGENCY BALLAST SHALL BE ON CIRCUIT "LR1-15 & LR2-13", FIXTURE TYPE LABEL WITH AN "_E" ARE LIGHT FIXTURES WITH EMERGENCY BALLAST, REFER TO LIGHT FIXTURE SCHEDULE.

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 DIFFUSERS AND GRILLES.

E. SWITCH LEGS ARE NOT SHOWN WHERE SWITCHING SCHEME IS OBVIOUS.

KEYED NOTES: LIGHTING

(1) REPLACE EXISTING LIGHTING FIXTURE WITH NEW LIGHTING FIXTURE.

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Project number:13.1.17

07/15/13
STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED PROFESSIONAL ENGINEER

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CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

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T.B.P.E. FIRM REGISTRATION #8999
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Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: E1.1

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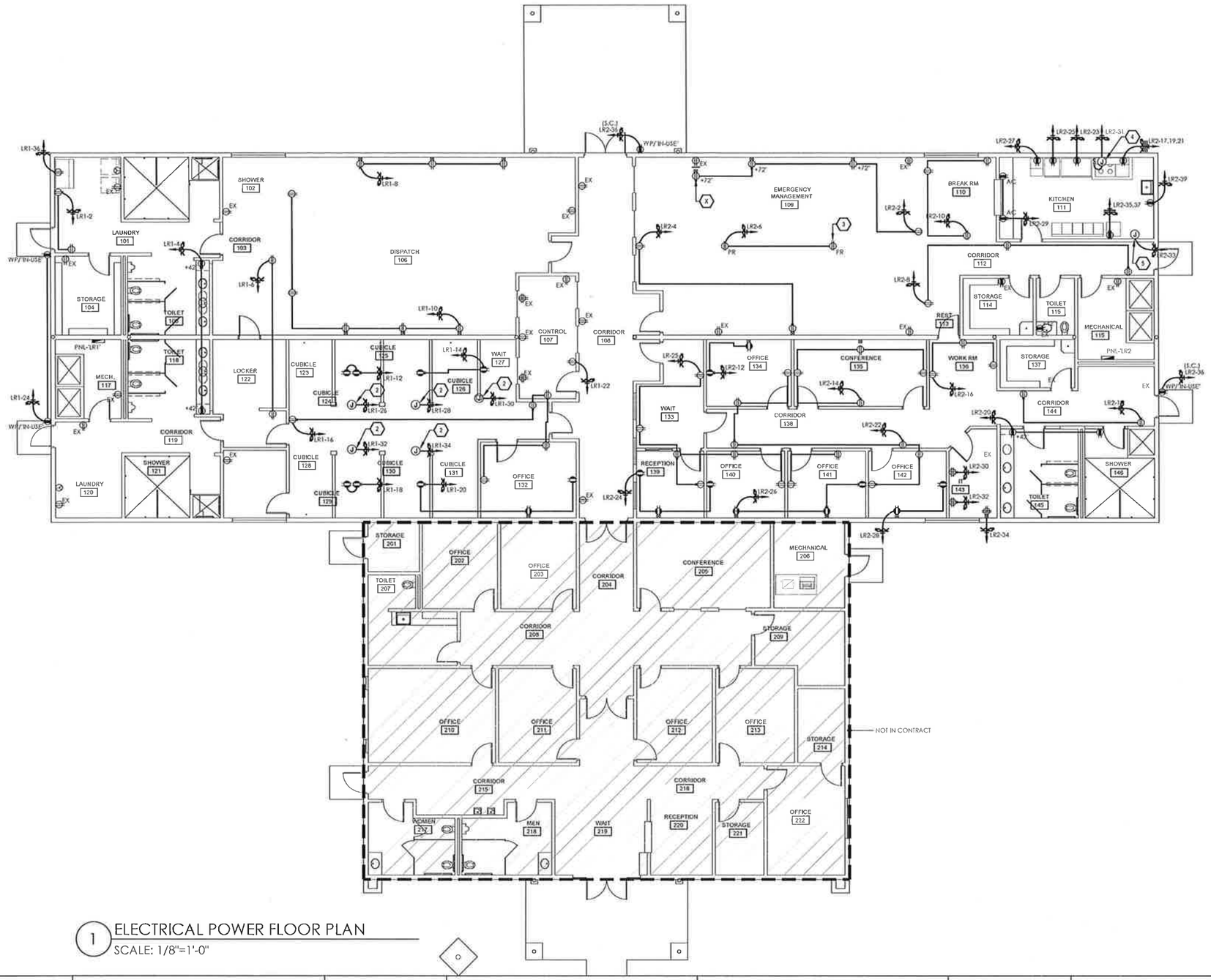

1 ELECTRICAL POWER FLOOR PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES: POWER

A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF ALL POWER SOURCE WIRING IN ACCORDANCE WITH ARCHITECTURAL MILLWORK.

B. ELECTRICAL CONTRACTOR SHALL MAKE FINAL CONNECTION TO H.V.A.C EQUIPMENT, PLUMBING EQUIPMENT, REFER TO PANEL SCHEDULE FOR WIRE SIZE.

C. ELECTRICAL CONTRACTOR SHALL PROVIDE STARTERS, RELAYS, CONTACTORS AND THE REQUIRED ELECTRICAL ACCESSORIES FOR MECHANICAL SYSTEM AS REQUIRED.

D. COORDINATE EXACT LOCATION OF ALL MECHANICAL EQUIPMENT IN ACCORDANCE W/MECHANICAL DRAWINGS TO MEET ELECTRICAL AND MECHANICAL REQUIRED CLEARANCE BY THE LATEST CODE.

E. COORDINATE EXACT LOCATION OF ISOLATED OUTLETS FOR COMPUTERS WITH OWNER.

F. ELECTRICAL CONTRACTOR SHALL PROVIDE J-BOX AND CONDUIT FOR H.V.A.C. CONTROLS AND THERMOSTATS. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.

G. NEMA RATED OUTLETS, REFER TO BREAKER SIZE AND COORDINATE WITH EQUIPMENT REQUIREMENTS PRIOR TO BID.

KEYED NOTES: POWER

1. RECEPTACLE FOR TELEVISION CIRCUIT. COORDINATE WITH OWNER FOR EXACT LOCATION AND HEIGHT PRIOR TO ROUGH-INS.
2. J-BOX FOR POWER/DATA POLE. COORDINATE WITH OWNER FOR EXACT LOCATION PRIOR TO ROUGH-INS.
3. **RECEPTACLE FOR** PROJECTOR, MOUNT TO CEILING PROJECTOR PLATE COORDINATE EXACT PLATE LOCATION, PROJECTOR PLATE TO BE INSTALLED BY CONTRACTOR.
4. J-BOX FOR HOOD LIGHTING CIRCUIT. COORDINATE EXACT LOCATION PRIOR TO COMMENCING ANY ROUGH-INS.
5. J-BOX FOR FIRE SUPPRESSION CIRCUIT. COORDINATE EXACT LOCATION PRIOR TO COMMENCING ANY WORK.

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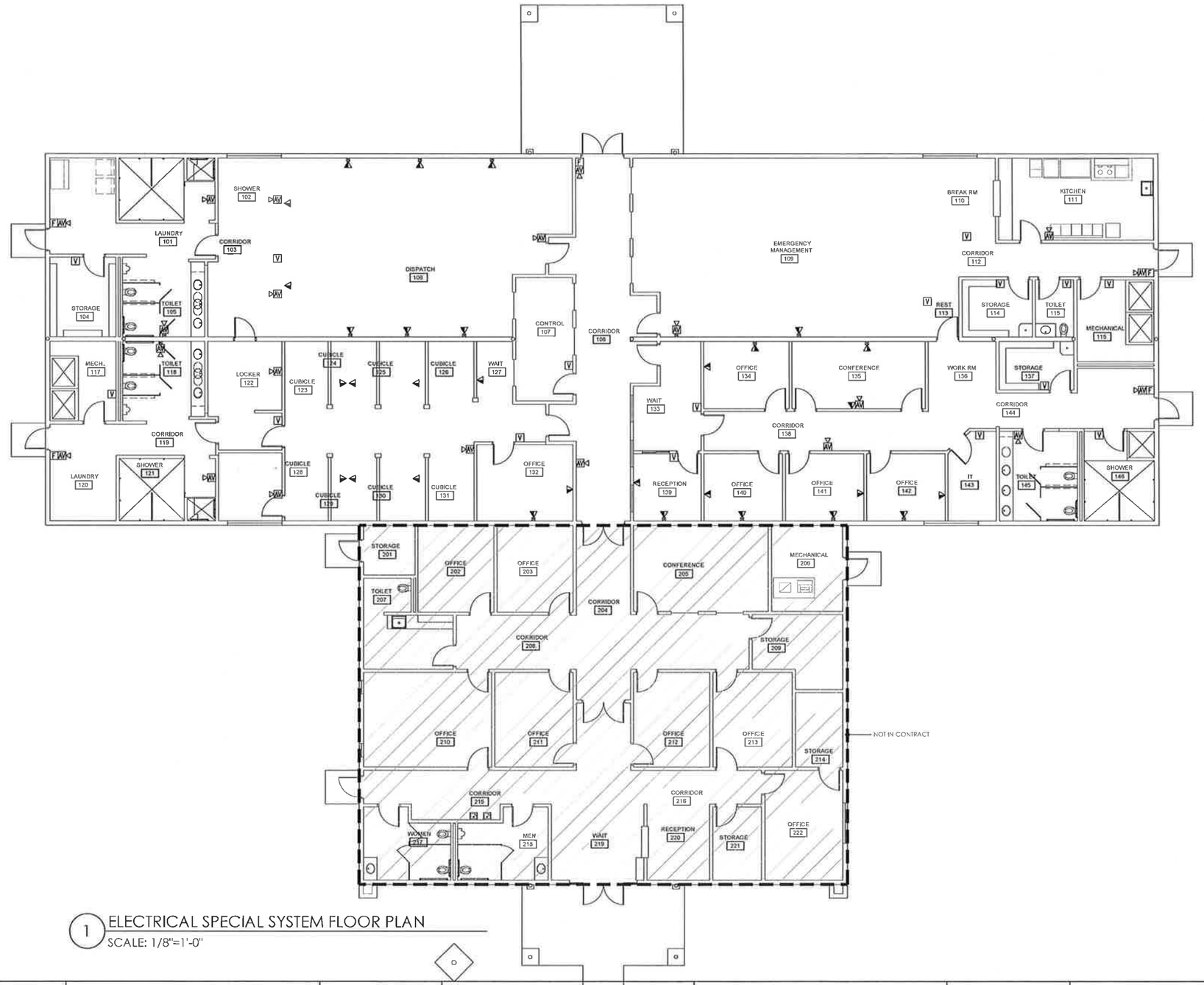

1 ELECTRICAL SPECIAL SYSTEM FLOOR PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES: SPECIAL SYSTEMS

A. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF ALL POWER SOURCE WIRING IN ACCORDANCE WITH ARCHITECTURAL MILLWORK.

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 MECHANICAL DRAWINGS.

E. ALL CONDUITS SHALL REAMED AND COMPLETED WITH CONNECTORS AND INSULATED BUSHINGS AT BOTH ENDS.

F. ALL DEVICES SHOWN ON DRAWINGS ARE SYMBOLIC 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 LICENSE HOLDER SHALL ASSUME ALL RESPONSIBILITY FOR DESIGN AND SUBMITT DRAWINGS TO JURISDICTION HAVING AUTHORITY AND ABIDE BY ALL OTHER REQUIREMENTS PER NFPA.

H. ALL SPECIAL SYSTEM CONDUITS SHALL BE STUBBED UP ABOVE THE CEILING LEVEL. IF CABLE TRAY IS PRESENT, STUBBED CONDUITS TO CABLE TRAY.

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ELECTRICAL LEGEND-LIGHTING

—ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION
	2x4 FLUORESCENT LIGHT FIXTURE
	2'X4' FLUORESCENT FIXTURE W/EMERGENCY BATTERY PACK
	2x2 FLUORESCENT LIGHT FIXTURE
	2'X2' FLUORESCENT FIXTURE W/EMERGENCY BATTERY PACK
	1'X4' FLUORESCENT LIGHT FIXTURE
	TRACK LIGHT WITH HEADS AS INDICATED
	INCANDESCENT, FLUORESCENT, OR HID WALL WASHER LIGHT FIXTURE CEILING MTD
HO	INCANDESCENT, FLUORESCENT, OR HID FIXTURE C.L.G., OR WALL MTD.
HO	FLUORESCENT, OR HID FIXTURE WITH EMERGENCY BATTERY PACK, C.L.G., OR WALL MTD.
HO	EXIT LIGHT, CEILING OR WALL MOUNTED - SHADING INDICATING SINGLE OR DOUBLE FACE, DIRECTIONAL ARROWS AS INDICATED
	EXIT LIGHT SAME AS ABOVE, EXCEPT WITH AN EMERGENCY UNIT AS A COMBO
	CEILING FAN
	FLUORESCENT STRIP LIGHT
WCM	FLUORESCENT STRIP LIGHT WITH EMERGENCY BATTERY PACK
$	WALL SWITCH SPST, 20A,120/277 V
$2	DOUBLE POLE TOGGLE SWITCH, 20A/120/277 V
$3	3-WAY WALL SWITCH, 20A, 120/277 V
$4	4-WAY WALL SWITCH, 20A, 120/277 V
$D	WALL DIMMER SWITCH
$P	WALL SWITCH SPST, 20A, 120/277 V - PILOT LIGHT SWITCH
$K	WALL SWITCH SPST, 20A, 120/277 V - KEYED SWITCH, K = 3 OR 4 WAY

ELECTRICAL LEGEND-SPECIAL SYTEMS

—ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
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SYMBOL	DESCRIPTION
	WALL MOUNTED TELEPHONE/DATA OUTLET, FURNISH AND INSTALL 1"C., WITH PULLSTRING AND INSULATED BUSHING, STUBBED ABOVE CEILING. +24" UNLESS OTHERWISE NOTE. BOX TO BE MINIMUM 2 1/4" DEEP.
	WALL MOUNTED TELEPHONE OUTLET, FURNISH AND INSTALL 3/4" C. , WITH PULLSTRING AND INSULATED BUSHING, STUBBED ABOVE CEILING, +24" UNLESS OTHERWISE NOTE. BOX TO BE MINIMUM 2 1/4" DEEP.
	WALL MOUNTED DATA OUTLET, FURNISH AND INSTALL 1"C. , WITH PULLSTRING AND INSULATED BUSHING, STUBBED ABOVE CEILING. +24" UNLESS OTHERWISE NOTE. BOX TO BE MINIMUM 2 1/4" DEEP.
	PUBLIC TELEPHONE OUTLET, ABOX 8, 3/4"C
	SURFACE MTD. 2-CHANNEL RACEWAY WITH WIRING DEVICE, EQUAL TO MFG. WIREMOLD #
TV TV	TELEVISION OUTLET, C.LG., OR WALL MOUNTED - STUB 3/4" C., ABOVE CEILING FROM OUTLET BOX
	PUSH BUTTON WALL MOUNTED.
	FLOOR MOUNTED 2-DUPLEX RECEPTACLE / 1GANG FOR TELE/DATA OUTLETS- FLUSH MOUNTED UNO FLOOR BOX = MFR.-WIREMOLD MODEL#RFB4-RFB-B,RFB-DR,RFB4-LPB COVER #RFBTCBK-VERIFY FLOOR FINISH PRIOR TO ORDER SAME BOX FOR POWER OUTLETS.
	FLOOR MOUNTED 2-DUPLEX RECEPTACLE / 1GANG FOR DATA OUTLET- FLUSH MOUNTED UNO FLOOR BOX = MFR.-WIREMOLD MODEL#RFB4-RFB-B,RFB-DR,RFB4-LPB COVER #RFBTCBK-VERIFY FLOOR FINISH PRIOR TO ORDER SAME BOX FOR POWER OUTLETS.
	AUDIO VIDEO DROP, REFER TO DETAIL
IC IC	INTERCOM - CALL SWITCH- JBOX WITH 3/4"C
S	INTERCOM/PAGING LAY-IN SPEAKER
	PA EXTERIOR SPEAKER — 10'-0" AFF
	SECURITY DOOR CONTACT SENSOR - STUB 1/2 C ABOVE CEILING FROM OUTLET BOX
	SECURITY MOTION DETECTOR SENSOR - STUB 1/2 C ABOVE CEILING FROM OUTLET BOX
	SECURITY GLASS BREAK SENSOR - STUB 1/2 C ABOVE CEILING FROM OUTLET BOX
	SECURITY KEY PAD - STUB 3/4"C. ABOVE CEILING FROM OUTLET BOX.
SEC	SECURITY PANEL JUNCTION BOX — 54"
ACC	ACCESS CONTROL PANEL JUNCTION BOX - BY OTHERS — 54"
	CARD READER BOX - STUB 3/4"C ABOVE CEILING LEVEL FROM OUTLET BOX SYSTEM BY OTHERS — ----
	MAGNETIC LOCK BOX - STUB 3/4" C ABOVE CEILING LEVEL FROM OUTLET BOX SYSTEM BY OTHERS — ....
	INTERCOM EXTERIOR SPEAKER — 10'-0" AFF
	SINGLE SIDED CLOCK, J-BOX W/3/4" C — 96" A.F.F.G.L.
	DOUBLE SIDED CLOCK, J-BOX W/3/4" C — 96" A.F.F.G.L.
	CAMERA J-BOX W/ 3/4" CONDUIT — ----

ELECTRICAL LEGEND-FIRE ALARM

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SYMBOL	DESCRIPTION
	ABOVE CEILING FROM OUTLET BOX
F	FIRE ALARM PULL STATION: STUB 3/4"C ABOVE CEILING FROM J-BOX
	FIRE ALARM AUDIBLE/VISUAL SIGNAL: STUB 3/4"C ABOVE CEILING FROM J-BOX
V	FIRE ALARM VISUAL SIGNAL: STUB 3/4" C ABOVE CEILING FROM J-BOX
	FIRE ALARM SMOKE DETECTOR CEILING OR WALL MOUNTED: STUB 3/4"C ABOVE CEILING FROM J-BOX
H	HEAT DETECTOR CEILING OR WALL MOUNTED: STUB 3/4"C ABOVE CEILING FROM J-BOX
D	DUCT SMOKE DETECTOR: STUB 3/4"C ABOVE CEILING FROM J-BOX
FACP	FIRE ALARM CONTROL PANEL, ADDRESSABLE, SURFACE MTD UNO,
FAAP	FIRE ALARM REMOTE ANNUNCIATOR PANEL, FLUSH MOUNTED UNO
PWS	POWER SUPPLY, DEDICATED 110V
H	DOOR HOLDER DEVICE: STUB 3/4"C ABOVE CEILING FROM J-BOX
TM	TAMPER SWITCH: STUB 3/4 C ABOVE CEILING FROM J-BOX
FS	FLOW SWITCH: STUB 3/4"C ABOVE CEILING FROM J-BOX
	FIRE ALARM OUTDOOR SPEAKER, WEATHER PROOF: STUB 3/4"C ABOVE CEILING FROM J-BOX

ELECTRICAL LEGEND-GENERAL

—ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
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SYMBOL	DESCRIPTION
	HEAVY DUTY DISCONNECT SWITCH FUSED
	HEAVY DUTY DISCONNECT SWITCH NON-FUSED
	HEAVY DUTY COMBINATION DISCONNECT/MOTOR STARTER
	HEAVY DUTY MOTOR STARTER
	ENCLOSED BREAKER, RE: TO SCH. FOR MORE INFO.
	ROTARY TYPE DISCONNECT SWITCH
M	120V,20AMP, MOTOR RATED SWITCH, NEMA-1 ENCLOSURE
	MOTOR
	PANELBOARD, CLEARANCE AS PER LATEST NEC
	SWITCHLEG
	ELECTRICAL CONDUIT
	UNDERGROUND ELECTRICAL CONDUIT
X X X	MULTI-POLE DEVICE CIRCUIT NUMBERS
X/X/X	THREE SINGLE POLE DEVICE CIRCUIT NUMBERS
A-1	CONDUIT AND WIRE HOMERUN TO PANEL, SHORT HATCH INDICATES NEUTRAL CONDUCTOR, LONG HATCHES INDICATE PHASE CONDUCTORS, AND LONG HATCH WITH CIRCLE INDICATES BONDED OR INSULATED GROUND. ALPHANUMERIC DESCRIPTION INDICATES PANEL AND BREAKER.
A-1	UNDERGROUND CONDUIT AND WIRE HOMERUN TO PANEL, SHORT HATCH INDICATES NEUTRAL CONDUCTOR, LONG HATCHES INDICATE PHASE CONDUCTORS, AND LONG HATCH WITH CIRCLE INDICATES BONDED OR INSULATED GROUND. ALPHANUMERIC DESCRIPTION INDICATES PANEL AND BREAKER.
	DETAIL NUMBER
	SHEET NUMBER
	THERMOSTAT WALL MOUNTED - STUB 1/2"C ABOVE CEILING FROM OUTLET BOX. COORDINATE EXACT LOCATION AND HEIGHT WITH MECHANICAL DIVISION.
	TELEPHONE BOARD
	PHOTO CELL(MFR.SIEMENS/MODEL# QAL411C)
	LIGHTING CONTACTOR, NEMA-1, W/H.O.A. SWITCH
	TIME CLOCK (MFR.TORK/#7202E)
	CIRCULATING PUMP

ELECTRICAL ABBREVIATIONS:

ABBV:	DESCRIPTION	ABBV:	DESCRIPTION
AFF	ABOVE FINISHED FLOOR	MFR. (S.C.)	MANUFACTURER SHARE CIRCUIT
BFC	BELOW FINISHED CEILING	QRCPT(S)	QUAD RECEPTACLE(S)
C	CONDUIT	RCPT(S)	DUPLEX RECEPTACLE(S)
CB	CIRCUIT BREAKER	CRCPT(S)	I.G. RECEPTACLE(S)
EC	EMPTY CONDUIT	QCRCPT(S)	QUAD I.G. RECEPTACLE(S)
EX	EXISTING	PNL	PANEL
F	FUSE	SO (S.O.)	SPACE ONLY
G	GROUND (EQUIPMENT)	SP	SPARE
GFI	GROUND FAULT INTERRUPTER	ST (S.T.)	SHUNT TRIP
MTD	MOUNT OR MOUNTED	SW	SWITCH
NF	NON-FUSED	UF	UNDERFLOOR
NIC	NOT IN CONTRACT	UG	UNDERGROUND
H.D	HEAVY DUTY	UNO(U.N.O.)	UNLESS NOTED OTHERWISE
NL	NIGHT LIGHT	WG	WIRE GUARD
AC	ABOVE COUNTER	WP	WEATHERPROOF
HT.	HEIGHT	XFMR	TRANSFORMER
MTG.	MOUNTING	MB	MAIN BREAKER
FDR.	FEEDER	MLO	MAIN LUGS ONLY
CKT.	CIRCUIT	RMC	RIGID METAL CONDUIT
LTG.	LIGHTING	RNC	RIGID NONMETALLIC CONDUIT
LC	LIGHTING CONTACTOR	EMT	ELECTRICAL METALLIC TUBING CONDUIT
IG	ISOLATED GROUND	SPH	SOLID NEUTRAL
EA.	EACH	AC	ABOVE COUNTER
N1	NEMA-1	AHJ	AUTHORITY HAVING JURISDICTION
N3R	NEMA-3R		
N4X	NEMA-4X		

NOTES:
1) 45" AFF INDICATES TO TOP OF DEVICE.
15" AFF INDICATES TO BOTTOM OF DEVICE.
ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.
AC INDICATES 6" ABOVE COUNTER TO BOTTOM OF DEVICE.

ELECTRICAL LEGEND - WIRING DEVICES

—ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

	SINGLE RECEPTACLE - 20A/125V/2P/3W/2G NEMA 5-20R
	DUPLEX RECEPTACLE - 20A/125V/2P/3W/G NEMA 5-20R
H	HOSPITAL GRADE DUPLEX RECEPTACLE/GFI - 20A/125V/2P/3W/G NEMA 5-20R
	DUPLEX RCPT, GFI - 20A/125V/2P/3W/G NEMA 5-20R
WP/IHUSE	DUPLEX RCPT, GFI INSTALLED IN A "IHUSE" WEATHER PROOF STEEL ENCLOSURE- 20A/125V/2P/3W/G NEMA 5-20R WP/"IHUSE" SHALL BE EQUAL TO WEB, CARLON, METALLIC SERIES SINGLE GANG, VERTICAL MOUNT #1WEIGWG DOUBLE GANG, VERTICAL MOUNT #1WEI2GWG
	QUADRAPLEX RECEPTACLE
	ISOLATED GROUND QUADPLEX RECEPTACLE
	ISOLATED GROUND DUPLEX RECEPTACLE - 20A/125V NEMA 5-20R
	250V RECEPTACLE, VERIFY NEMA NO, WITH EQUIPMENT SUPPLIER
	SURFACE MTD. 2-CHANNEL RACEWAY WITH WIRING DEVICE, EQUAL TO MFG. WIREMOLD #
	SPECIAL PURPOSE RECEPTACLE (NEMA NO, AS INDICATED)
	SURFACE MTD. 2-CHANNEL RACEWAY WITH WIRING DEVICE, EQUAL TO MFG. WIREMOLD #
H	JUNCTION BOX - SIZE & MOUNTING AS REQUIRED MIN.MUM OF 4" SQUARE
HD	J-BOX - AIR HAND DRYER (RECESSED HAND DRYERS TO BE PROVIDED BY DIVISION 15. ELECTRICAL)-B-750 AUTOMATIC HANDDRAFT AS MANUFACTURED BY BOBRICK, (COLOR WHITE) QUANTITY: REFER TO DRAWINGS (MIN. ONE PER LAV, COMPLETE W/ ELEC. CONNECTIONS TYP.)
	FLOOR MOUNTED 2-DUPLEX RECEPTACLES/2-GANG FOR DATA = FLUSH MOUNTED UNO FLOOR BOX = MFR.-WIREMOLD MODEL#RFB4(NUMBER VICE SIZE), RECESSED FLOOR BOX-RFB-B, RFB-DR, RFB4-LPB COVER #RFBTCBK-VERIFY FLOOR FINISH PRIOR TO ORDER SAME BOX FOR DATA OUTLETS.

GENERAL ELECTRICAL NOTES

1. ALL SYMBOLS AND ABBREVIATIONS SHOWN ON THIS LEGEND MAY NOT APPEAR ON THIS SET OF DRAWINGS.
2. USE DIRECTIONAL ARROW ON EXIT SIGNS AS REQUIRED.
3. SEE STANDARD CSP_D-1993, ELECTRICAL POWER SYSTEM DEVICE FUNCTION NUMBERS.
4. CONTRACTOR SHALL NOT INSTALL MORE THAN THREE CURRENT CARRYING CONDUCTORS IN A COMMON RACEWAY. IF CONTRACTOR IS PLANNING ON GROUPING MULTIPLE CIRCUITS IN A SINGLE RACEWAY, THE CONTRACTOR MUST DERATE ALL DERATING CALCULATIONS FOR THE PROPOSED INSTALLATION IN ACCORDANCE WITH NEC ARTICLE 310.15 (B) (2) FOR APPROVAL PRIOR TO INSTALLATION. NON APPROVED INSTALLATIONS WILL BE REMOVED AND RE-INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE NEC AT NO ADDITIONAL COST TO THE OWNER.
5. THERE SHALL NOT BE MORE THAN THE EQUIVALENT OF THREE 90° BENDS (270 DEGREES TOTAL) BETWEEN PULL POINTS. WHERE THERE ARE MORE THAN THREE QUARTER BENDS, CONTRACTOR SHALL PROVIDE PULL BOXES AS SPECIFIED AND SIZED IN ACCORDANCE WITH NEC.
6. COMPLY WITH NEC REQUIREMENTS FOR ELECTRICAL INSTALLATIONS. ALL ELECTRICAL EQUIPMENT AND MATERIAL TO BE APPROVED, LISTED, LABELED, IDENTIFIED AND INSTALLED PER RECOGNIZED ELECTRICAL TESTING LABORATORIES.
7. ALL RECEPTACLES, SWITCHES AND JUNCTION BOXES SERVED BY EMERGENCY BRANCH CIRCUITS SHALL BE 'RED' IN COLOR. COVERPLATES SHALL BE PAINTED IN ACCORDANCE WITH SPECIFICATIONS TO INDICATE PANELBOARD AND CIRCUIT NO. (IE: ETM-3).

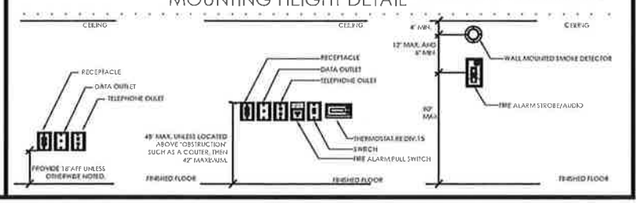
LUMINAIRE SCHEDULE

MARK	VOLTAGE	LAMP	MOUNTING	DESCRIPTION	MODEL NO.
A	120V	4-F32T8/ISP35	RECESSED LAY-IN	2x4 LAY-IN FLUORESCENT TROFFER W/ ACRYLIC LENS & ELECTRONIC BALLAST	LITHONIA 2GTB_4-32_A12125 VAVOLT GEB
B	120V	3-F32T8/ISP35	RECESSED LAY-IN	2x4 LAY-IN FLUORESCENT TROFFER W/ ACRYLIC LENS & ELECTRONIC BALLAST	LITHONIA 2GTB_3-32_A12125 VAVOLT GEB
C	120V	2-F32T8/ISP35	RECESSED LAY-IN	2X4 RECESSED FLUORESCENT TROFFER W/ ACRYLIC LENS ELECTRONIC BALLAST	LITHONIA 2GTB_2-32_A12125 VAVOLT GEB
D	120V	2-F32T8/CP35	SURFACE	8' FLUORESCENT ENCLOSED FIBER GLASS, RATED FOR WET LOCATION	LITHONIA VRI-2-32_-MVOLT-GEB10S
E	120W	INCLUDED	SURFACE	THERMOPLASTIC EMERGENCY LED WITH SELF-DIAGNOSTICS	LITHONIA ELM2-SD
F	120W	1-26WTRT 2P4D	RECESSED	6"FLUORESCENT OPEN DOWN-LUMINAIRE, WITH ELECTRONIC BALLAST, LENSED	LITHONIA LGPX2-2R-RT-6-RWB73-MVOLT-GEB
G	120W	2-F32T8/SP35	SURFACE	8' FLUORESCENT WRAPAROUND FIXTURE WITH ELECTRONIC BALLAST.	LITHONIA 1B-2-32-MVOLT-GEB10S
EX	120W	INCLUDED	SURFACE	THERMOPLASTIC EXIT UNIT WITH SELF-DIAGNOSTICS	LITHONIA ELM2 W 1 W R 120/277 R LHED _
AA	120W	1-100W HPS	SURFACE	HIGH PRESSURE SODIUM WALL PACK, RATED FOR WET LOCATION	WILLIAMS WLS-HPS-054-MED-_120

NOTE
EQUAL MANUFACTURER SHALL BE ACCEPTABLE WITH EQUAL PERFORMANCE OF SPECIFIED EQUIPMENT AND APPROVED BY ENGINEER.
SUBMIT EQUAL MANUFACTURERS TO ENGINEER 10 DAYS PRIOR TO BID DATE.
SUBMIT LIGHT FIXTURES CUTSHEETS TO OWNER FOR APPROVAL PRIOR TO ORDER

MOUNTING HEIGHT DETAIL

NOTE: VERIFY WITH ARCHITECTURAL FOR ADA REQUIREMENTS



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SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: E4.1

GENERAL DEMOLITION NOTES

A. THE CONTRACTOR IS FULLY RESPONSIBLE FOR PERFORMING THE DEMOLITION WORK UNDER THIS SECTION OF THE PROJECT IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES INCLUDING THOSE PUBLISHED BY OSHA AND EPA.

B. THE EXTENT OF DEMOLITION WORK IS INDICATED ON THE ARCHITECTURAL DRAWINGS AND BY THE REQUIREMENTS OF THIS SECTION. A VISIT TO THE SITE WILL BE REQUIRED PRIOR TO BIDDING. CONTRACTOR SHALL IDENTIFY/ VERIFY ALL WATER, GAS AND SANITARY LINES BEFORE STARTING ANY DEMOLITION WORK. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL UNDERGROUND UTILITIES IN AREAS OF EXCAVATION WORK.

C. PROVIDE ALL DEMOLITION WORK REQUIRED FOR THE REMOVAL AND/OR RELOCATION OF PLUMBING FIXTURES AND EQUIPMENT AND ASSOCIATED SERVICES TO PROVIDE A COMPLETE AND OPERABLE SYSTEM UPON COMPLETION OF THE PROJECT.

D. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW THE ARCHL DOCUMENTS IN ADDITION TO THE DIVISION 15 AND 16 DOCUMENTS TO DETERMINE THE COMPLETE SCOPE OF WORK.

E. WHERE FIXTURES OR EQUIPMENT ARE INDICATED OR REQUIRED TO BE REMOVED, THE ASSOCIATED SERVICES SHALL BE CAPPED AT A CONCEALED LOCATION.

F. WHERE FIXTURES OR EQUIPMENT ARE INDICATED OR REQUIRED TO BE RELOCATED, THE ASSOCIATED SERVICES SHALL BE REMOVED AND CAPPED. NEW MATERIALS SHALL BE USED TO EXTEND SERVICES TO NEW LOCATION.

G. WHERE SERVICES RUN ABOVE INACCESSIBLE CEILINGS OR IN WALLS WHICH ARE TO REMAIN UNDISTURBED, SERVICES SHALL BE CAPPED AT CONCEALED LOCATION AND ABANDONED

H. WHERE THE REMOVAL OF FIXTURES OR EQUIPMENT RENDERS EQUIPMENT DOWNSTREAM INOPERABLE, SERVICES SHALL BE EXTENDED TO THE DOWN-STREAM FIXTURES OR EQUIPMENT SO THAT THE FIXTURES OR EQUIPMENT IS LEFT IN OPERATING CONDITION.

I. COORDINATE DEMOLITION OF DIVISION 15 SYSTEMS AS REQUIRED WITH ALL OTHER TRADES.

J. ALL EXISTING PLUMBING FIXTURES AND EQUIPMENT REMOVED DURING CONSTRUCTION THAT ARE NOT TO BE REUSED SHALL BE REMOVED FROM THE JOB SITE AND PROPERLY RETURNED TO THE OWNER, IF DESIRED BY OWNER.

K. WHERE EXISTING FIXTURE OR EQPT IS TO BE RELOCATED, BE CAUTIOUS TO PREVENT DAMAGE DURING THE REMOVAL AND REINSTALLATION. WHERE DAMAGE OCCURS, THE EQUIPMENT SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION AND APPROVAL OF THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

L. EXISTING FIXTURES OR EQUIPMENT TO BE REUSED SHALL BE CLEANED AND REPAIRED AT THE DISCRETION OF THE ARCHITECT WHERE APPLICABLE.

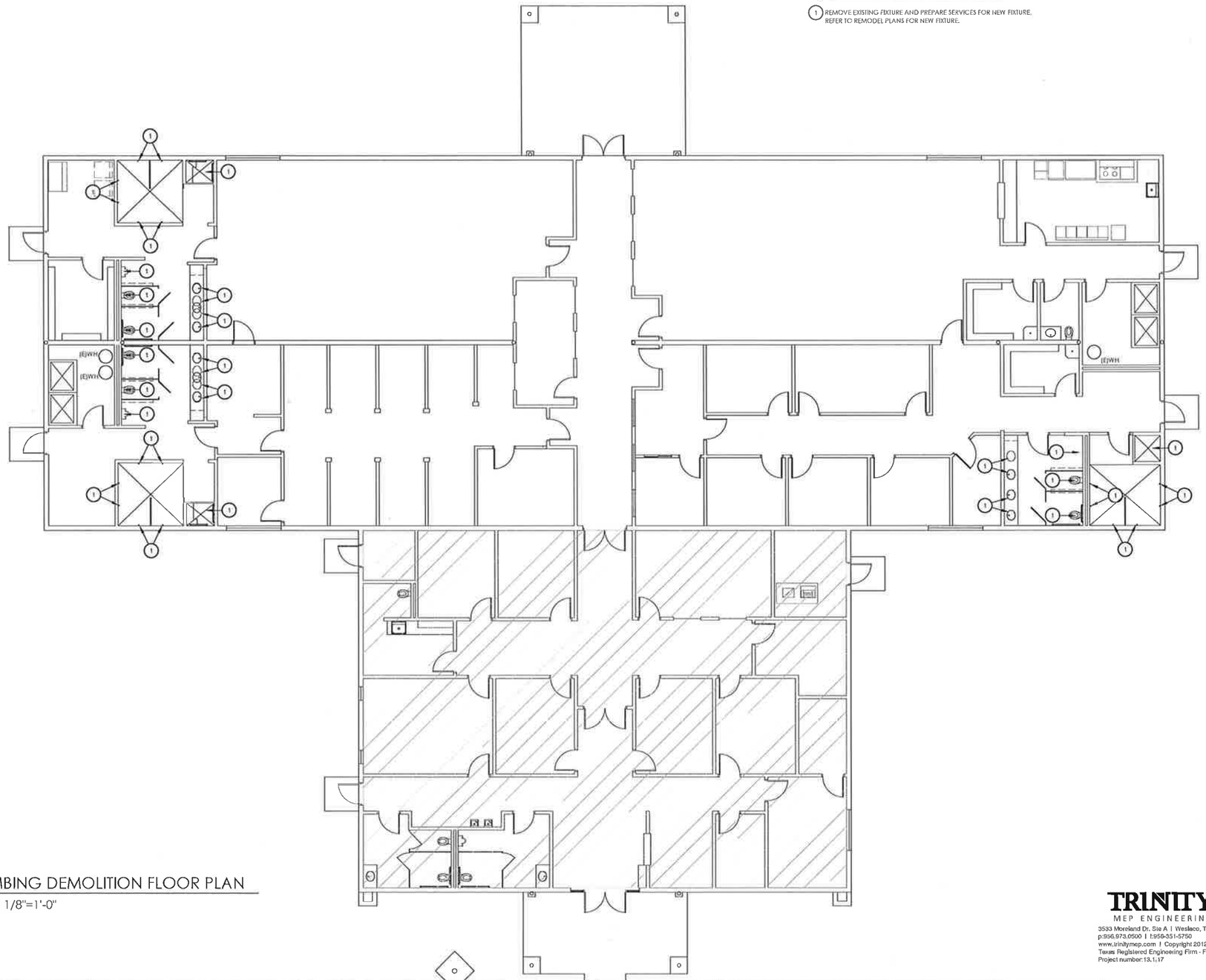
M. ALL DEVICES WITH AN (E) SYMBOL ARE EXISTING TO REMAIN. (UNO).

N. ALL DEVICES ATTACHED TO WALLS OR CEILINGS SHALL BE REMOVED PER DEMOLITION NOTE A - L WHETHER SHOWN ON DRAWINGS OR NOT.

O. CUTTING OF CONCRETE FLOORS SHALL BE BY MACHINE SAW, HOLES FOR PIPES (WALL OR FLOOR) SHALL BE DONE WITH CORE DRILLING EQUIPMENT WITH PRIOR APPROVAL FROM THE STRUCTURAL ENGINEERS. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS AS REQUIRED BY DRAWINGS OR SPECIFICATIONS. PATCH AND SEAL OPENINGS AS REQUIRED. COORDINATE ALL CUTTING AND PATCHING WITH OTHER TRADES.

KEYED NOTES: PLUMBING DEMOLITION

(1) REMOVE EXISTING FIXTURE AND PREPARE SERVICES FOR NEW FIXTURE. REFER TO REMODEL PLANS FOR NEW FIXTURE.



(1) PLUMBING DEMOLITION FLOOR PLAN
SCALE: 1/8"=1'-0"

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07/15/13
STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED PROFESSIONAL ENGINEER

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DRAWN BY:	NO	DATE		APP
CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

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Edinburg Texas

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: PD1.1

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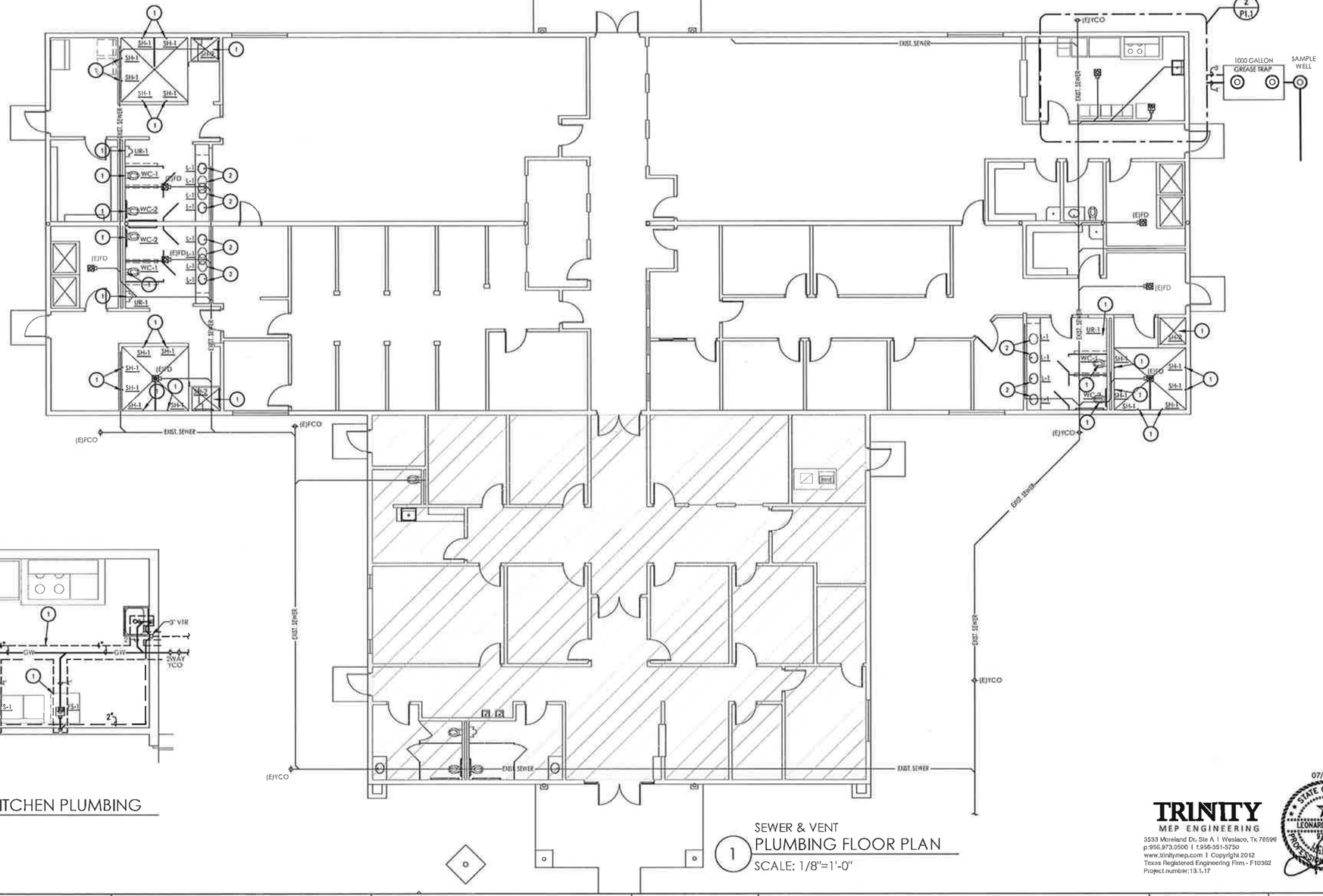
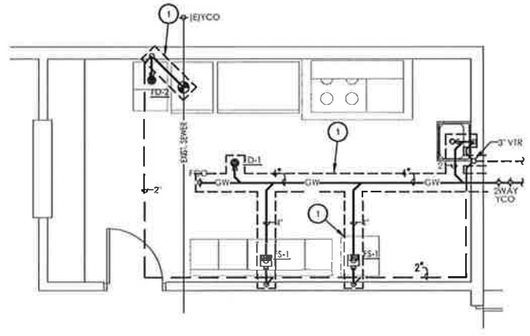
KEYED NOTES: PLUMBING

1. **INSTALL NEW** FIXTURE CONNECT TO EXISTING SEWER, WATER AND VENT LINES. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING HEIGHT.
2. **INSTALL** NEW FIXTURE CONNECT TO EXISTING SEWER, WATER AND VENT LINES, PROVIDE NEW P-TRAP AND FLEX CONNECTORS ON LAVATORY, REFER TO ARCHITECTURAL DRAWING FOR MOUNTING HEIGHT OF LAVATORY.





SEWER & VENT
2 ENLARGED KITCHEN PLUMBING
SCALE: 1/4"=1'-0"

SEWER & VENT
1 PLUMBING FLOOR PLAN
SCALE: 1/8"=1'-0"

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STATE OF TEXAS
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87437
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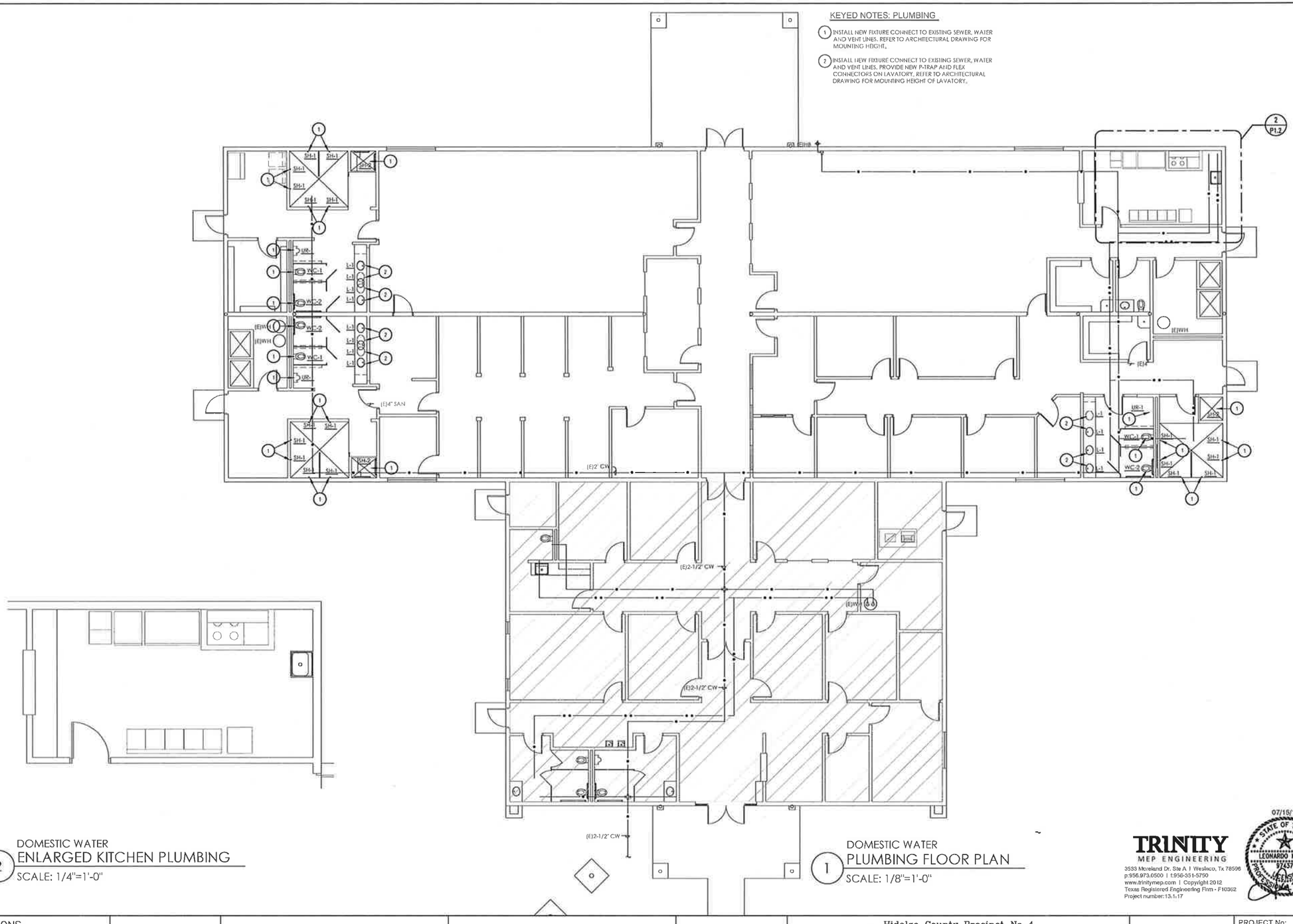
KEYED NOTES: PLUMBING

1. INSTALL NEW FIXTURE CONNECT TO EXISTING SEWER, WATER AND VENT LINES. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING HEIGHT.
2. INSTALL NEW FIXTURE CONNECT TO EXISTING SEWER, WATER AND VENT LINES. PROVIDE NEW P-TRAP AND FLEX CONNECTORS ON LAVATORY. REFER TO ARCHITECTURAL DRAWING FOR MOUNTING HEIGHT OF LAVATORY.



2 DOMESTIC WATER
ENLARGED KITCHEN PLUMBING
SCALE: 1/4"=1'-0"

1 DOMESTIC WATER
PLUMBING FLOOR PLAN
SCALE: 1/8"=1'-0"

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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	140°	140° HOT WATER
	FLOOR CLEANOUT YARD CLEANOUT		SANITARY DIRECTION OF FLOW
	FLOOR SINK		BRANCH - TOP CONNECTION
	FLOOR DRAIN		PIPE RISER
	WALL HYDRANT OR HOSE BIBB		PIPE DROP
			POINT OF CONNECTION (APPROXIMATED FIELD VERIFY EXACT POINT OF CONNECTION)

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 FIXTURES.

ABBREV. DESCRIPTION

ABBREV.	DESCRIPTION
AC	ABOVE CEILING
AFF	ABOVE FINISHED FLOOR
ASA	AMERICAN STANDARDS ASSOCIATION
ASME	AMERICAN SOICIETY OF MECHANICAL ENGINEERS
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
AW	ACID WASTE
AWWA	AMERICAN WATER WORKS ASSOCIATION
AV	ACID VENT
BTUH	BRITISH THERMAL UNIT PER HOUR
CA	COMPRESSED AIR
CI	CAST IRON
CO	CLEANOUT
CU	COPPER
DN	DOWN
EQ	EQUAL
FCO	FLOOR CLEANOUT
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT

ABBREV. DESCRIPTION

ABBREV.	DESCRIPTION
GAL	GALLON(S)
GALV	GALVANIZED
GW	GREASE WASTE
HB	HOSE BIBB
HP	HORSEPOWER
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
RD	ROOF DRAIN(S)
RE:#/P6	REFER TO DETAIL 4 DRAWING P-6
RO	REVERSE OSMOSIS
SD	STORM DRAIN
SPEC	SPECIFICATION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORIES
VTR	VENT THRU ROOF
V	VACUUM
W/	WITH
WCO	WALL CLEAN OUT
YCO	YARD CLEAN OUT

PLUMBING PIPING MATERIAL:

1. SANITARY DRAIN & VENT INSIDE BUILDING BELOW GRADE: SCHEDULE 40 PVC
2. SANITARY DRAIN OUTSIDE BUILDING: SCHEDULE 40 PVC
3. SANITARY DRAIN & VENT INSIDE BUILDING ABOVE GRADE: SCHEDULE 40 PVC
4. SANITARY DRAIN & VENT IN PLENUM CEILING: NO-HUB CAST IRON
5. DOMESTIC HOT & COLD WATER: COPPER, TYPE 'L' HARD DRAWN
6. DOMESTIC WATER BELOW GRADE: COPPER, TYPE 'K' SOFT ANNEALED

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE TYPE	CONNECTION SIZE				DESCRIPTION
		San. Sewer	Vent	Cold Water	Hot Water	
WC-1	WATER CLOSET FLOOR MOUNTED	4"	2"	1"	-	CRANE "WHIRLTON" MODEL NO. 3325, FLOOR MOUNTED WATER CLOSET, WITH ELONGATED RIM, 15" RIM HEIGHT, VITREOUS CHINA, SIPHON JET FLUSH ACTION 10"- 12" ROUGH IN, WITH SLOAN "ROYAL" FLUSHVALVE MODEL NUMBER 111, INCLUDES 1-1/2" TOP SPUD AND 2 BOLT CAPS, WITH OPEN FRONT SEAT LESS COVER, FLUSH LEVER SHALL BE MOUNTED ON APPROACH SIDE OF FIXTURE.
WC-2	WATER CLOSET FLOOR MOUNTED ADULT HANDICAPPED	4"	2"	1"	-	CRANE "HYMONT" MODEL NO. 3H701, FLOOR MOUNTED WATER CLOSET, WITH ELONGATED RIM, 17-1/4" RIM HEIGHT, VITREOUS CHINA, SIPHON JET FLUSH ACTION 10"- 12" ROUGH IN. WITH SLOAN "ROYAL" FLUSHVALVE MODEL NUMBER 111, INCLUDES 1-1/2" TOP SPUD AND 2 BOLT CAPS, WITH "BEHEKE" OPEN FRONT SEAT LESS COVER MODEL 53355, FLUSH LEVER SHALL BE MOUNTED ON APPROACH SIDE OF FIXTURE.
UR-1	URINAL (STANDARD & HANDICAPPED) REFER TO ARCHIT. DRAWING FOR MOUNTING HEIGHTS	2"	2"	3/4"	-	CRANE "MANHATTAN" SIPHON JET WALL HUNG URINAL, VITREOUS CHINA, 1 GPF FLUSH OR LESS, COMPACT DESIGN, WITH INTEGRAL TRAP, 3/4" TOP INLET, 14" LIP, INCLUDES WALL HANGERS, 2" IPS OUTLET FLANGE AND RUBBER GASKET, WITH SLOAN "ROYAL" FLUSHOMETER VALVE MODEL NO. 186-1, PROVIDE ZURN CARRIER SYSTEM MODEL NO. Z-1221.
L-1	LAVATORY COUNTER TOP HANDICAPPED	2"	2"	1/2"	1/2"	CRANE "ACCESS PRO" MODEL NO. 1580 SELF-RIMMING OVAL BASIN COUNTERTOP LAVATORY, CONCEALED FRONT OVERFLOW, VITREOUS CHINA, COMPLETE WITH INSTALLATION TEMPLATE, FAUCET HOLES ON 4" CENTERS, PROVIDE FAUCET EQUAL TO KOHLER K-15199-F-CP, SINGLE HANDLE, VANDAL RESISTANT, ADA APPROVED. PROVIDE PROTECTIVE COVER ON P-TRAP AND STOPS.
SH-1	BUILT-IN SHOWER	2"	2"	1/2"	1/2"	SHOWER SYSTEM EQUAL TO BRADLEY MODEL NO. WS-1X SHOWER UNIT. INCLUDES FIXED DIRECTION ADJUSTABLE SPRAYHEAD, DIVERTER VALVE, 2.0 GPM FLOW CONTROL. WITH THERMOSTAIC MIXING VALVE.
SH-2	BUILT-IN SHOWER HANDICAPPED	2"	2"	1/2"	1/2"	SHOWER SYSTEM EQUAL TO BRADLEY MODEL NO. WS-1X-HN BARRIER FREE SHOWER UNIT. INCLUDES FIXED DIRECTION ADJUSTABLE SPRAYHEAD, DIVERTER VALVE, HAND-HELD SHOWER SPRAY, 2.0 GPM FLOW CONTROL. WITH THERMOSTAIC MIXING VALVE.

PLUMBING GENERAL NOTES: (ALL SHEETS)

A. ALL WORK AND MATERIAL SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES AS ADAPTED AND AMENDED BY THE INSPECTING AUTHORITIES.

B. ALL PLUMBING WORK SHALL BE INSTALLED SO AS TO AVOID CONFLICT WITH ALL ELECTRICAL WORK, MECH'L WORK AND STRUCTURAL MEMBERS. COORDINATE WITH MECHANICAL, ELECT. AND STRUCTURAL FOR PROPER CLEARANCES, CONTRACTOR SHALL COORDINATE AND ESTABLISH A SEQUENCE OF INSTALLATION WITH OTHER TRADES WORKING ON THE PROJECT.

C. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR PHASING AND SEQUENCE OF CONSTRUCTION OF WORK.

D. SLEEVE ALL OUTSIDE WALL, FLOOR SLAB, AND GRADE BEAM PENETRATIONS PER DETAILS AND PER CODE.

E. LOCATE ALL PLUMBING VENTS TO ROOF (VTR) SO THAT THEY TERMINATE A MINIMUM OF 1'-0" AWAY FROM ANY VERTICAL SURFACE AND 10'-0" AWAY FROM ANY OUTSIDE AIR INTAKES.

F. RECORD INVERT ELEVATIONS OF ALL YCO'S ON "AS-BUILT" DRAWINGS.

G. ALL SANITARY SEWER PIPING 4" AND LARGER SHALL BE INSTALLED AT 1/8" PER FT., MINIMUM. ALL SANITARY SEWER PIPING 3" AND SMALLER SHALL BE INSTALLED AT 1/4" PER FT., MINIMUM.

H. PLUMBING CONTRACTOR SHALL PAY FOR ALL UTILITY CONNECTIONS FEES, PERMITS, TESTS AND INSPECTIONS. FURNISH 3 COPIES OF INSPECTION CERTIFICATE BEFORE REQUESTING FINAL PAYMENT. PLUMBING CONTRACTOR TO BE RESPONSIBLE FOR COORDINATION, VERIFICATION AND CONNECTION OF ALL UTILITIES TO SITE UTILITY STUB-OUTS. REFERENCE ASSOCIATED ARCHITECTURAL, ELECTRICAL, MECHANICAL, STRUCTURAL, KITCHEN AND CIVIL DRAWINGS FOR RELATED INFORMATION.

I. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING ALL AREAS 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 DRILLING EQUIPMENT WITH PRIOR APPROVAL FROM THE STRUCTURAL ENGINEERS.

K. PRESSURE TEST ALL INSTALLATIONS PRIOR TO CONNECTING EQUIPMENTS.

L. LABEL ALL PIPING PER ANSI STANDARD.

M. INSULATE ALL PIPING AS STATED IN SPECIFICATIONS.

N. INSTALL SHUT-OFF VALVES (STOPS) AND PIPING UNIONS AT EACH PIECE OF EQUIPMENT, PLUMBING FIXTURES, AND BRANCHES TO FIXTURE GROUPS. VALVES SHALL BE LOCATED IN AN ACCESSIBLE LOCATION, OR ACCESS PANELS PROVIDED AS NECESSARY.

O. PROVIDE ANY BACK FLOW PREVENTION DEVICE REQUIRED BY CODE OR GOVERNING AUTHORITIES. CONTRACTOR SHALL VERIFY THIS WITH CITY OR LOCAL AGENCIES AND INCLUDE COST OF SAME IN BID. CONTRACTOR TO HAVE BACK FLOWS CERTIFIED.

P. PROVIDE WATER HAMMER ARRESTORS AS INDICATED ON THE DRAWINGS. AIR CHAMBERS NOT AN APPROVED SUBSTITUTE.

Q. ALL EXPOSED PIPING FOR DESIGNATED DISABLED ACCESS FIXTURES SHALL BE COVERED OR OTHERWISE WRAPPED IN ACCORDANCE WITH A.D.A. REQUIREMENTS AND LOCAL AUTHORITY.

R. ALTERNATE MATERIALS NOT IDENTIFIED IN SPECIFICATIONS/DRAWINGS BUT APPROVED BY LOCAL AUTHORITY SHALL BE SUBMITTED TO ARCHITECT AND PLUMBING ENGINEER FOR REVIEW PRIOR TO INSTALLATION.

S. ISOMETRIC DIAGRAMS ARE FOR SIZING PURPOSES ONLY AND SHALL NOT BE USED FOR MATERIAL TAKE-OFFS, OR BE CONSTRUED TO INDICATE ACTUAL SITE INSTALLATION.

T. DRAWING IS SCHEMATIC IN NATURE AND SHOW THE GENERAL LAYOUT OF THE PLUMBING SYSTEM. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS OF PIPING, DEVICES AND EQUIPMENT WITH BUILDING ELEMENTS AND THE WORK OF OTHER TRADES.

U. EVERY FLOOR DRAIN, FLOOR SINK OR HUB DRAIN SHALL BE SERVED BY AN AUTOMATIC TRAP PRIMER.

V. MINIMUM 3" WASTE LINE BELOW FLOOR AND MINIMUM 2" WASTE RISER, UNLESS NOTED OTHERWISE (UNO).

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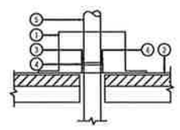
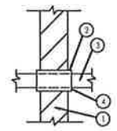


1. PREFABRICATED ROOF CURB, FURNISHED & INSTALLED BY ROOFING CONTR. (COORDINATE)
2. METAL ROOFING
3. STAINLESS STEEL CLAMP
4. SLEEVE PIPE BY ROOFING CONTR.
5. FLR
6. PROVIDE CAULKING GROVE
7. LOCATE MIN. 10'-0" FROM A/C AIR INTAKES

VENT THRU ROOF DETAIL

NO SCALE

09



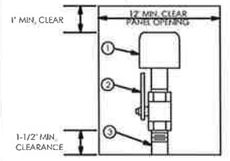
1. MASONRY WALL
2. GALVANIZED SCHEDULE 40 STEEL OR COPPER SLEEVE, SIZE TO BE MINIMUM 3/8" LARGER IN DIAMETER THAN PIPE AND INSULATION.
3. PLUMBING PIPE (BELOW LINES, DOMESTIC WATER, FIR, AND GAS PIPING).
4. FILL VOID WITH MINERAL WOOL AND CAULK VERMIN PROOF.

WALL SLEEVE DETAIL

NO SCALE

13

1. WATER HAMMER ARRESTOR, SIZE AS PER MANUFACTURER'S SIZING TABLE.
2. BALL VALVE, SAME NOMINAL SIZE AS PIPE BRANCH, OPENING IN BALL VALVE TO MATCH PIPE I.D.
3. PIPE SAME SIZE AS BRANCH LINE TO WHICH IT IS ATTACHED.



NOTE: PROVIDE REDUCER IF REQUIRED BETWEEN VALVE AND WATER HAMMER ARRESTOR.

DIMENSIONS FOR MIN. PANEL SIZE AND OPENING IF WATER HAMMER ARRESTOR IS LOCATED IN WALL. LOCKING PANEL COLOR TO BE DETERMINED BY ARCHITECT.

WATER HAMMER ARRESTOR DETAIL

NO SCALE

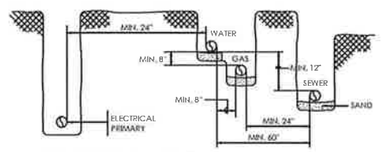
02

CLEAR TRENCH OF ALL ROCKS AND DEBRIS BEFORE ADDING SAND CUSHION.

COMPACT TRENCH FILL TO 95% PROCTOR DENSITY.

MAINTAIN A MINIMUM OF 60 INCHES UNDISTURBED EARTH BETWEEN PARALLEL WATER AND SEWER LINES OR SUPPORT WATER LINE ON SEPARATE SHELF A MINIMUM OF 12" ABOVE SEWER LINE.

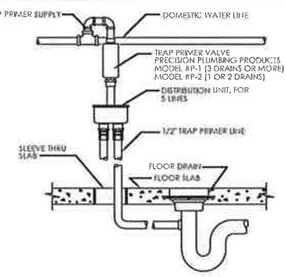
MAINTAIN A MINIMUM OF 24" HORIZONTALLY BETWEEN ELECTRICAL PRIMARY AND SEWER, MAINTAIN A MINIMUM OF 12" VERTICALLY OR 24" HORIZONTALLY BETWEEN ELECTRICAL PRIMARY AND WATER LINES. GAS LINES, TELEPHONE RACEWAYS AND CABLE RACEWAYS.



TRENCHING DETAIL

NO SCALE

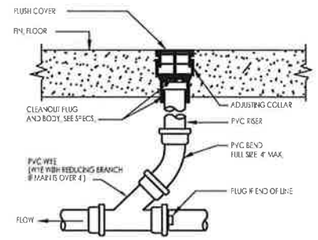
06



TRAP SEAL PRIMER DETAIL

NO SCALE

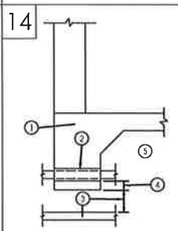
10



FLOOR CLEANOUT DETAIL

NO SCALE

14

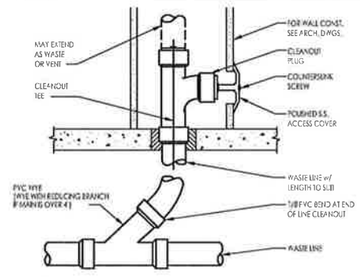


1. GRADE BEAM
2. GALVANIZED SCH 40 STEEL SLEEVE, SIZE PER SPECS. CENTER PIPE IN SLEEVE.
3. PIPING PASSING HORIZONTALLY UNDER GRADE BEAM SHALL BE LOCATED A MINIMUM OF 6" BELOW BEAM. PROVIDE A SLEEVE.
4. PIPING PASSING HORIZONTALLY THROUGH GRADE BEAM SHALL BE LOCATED NO LESS THAN 6" ABOVE BOTTOM OF BEAM.
5. COORDINATE LOCATIONS OF PIPING IN 3 & 5 ABOVE AS RELIEVING ARCHES OR ADDITIONAL CONCRETE MAY BE REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF BEAM.

GRADE BEAM SLEEVE DETAIL

NO SCALE

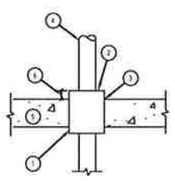
03



WALL CLEANOUT DETAIL

NO SCALE

07



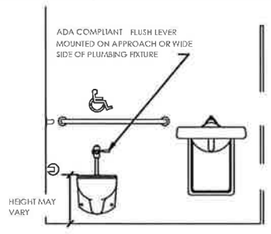
1. METAL SLEEVE TWO SIZES LARGER THAN PIPE
2. FILL VOID WITH NON-SHRINKING WATERPROOF VERMIN PROOF MATERIAL
3. ALL PLUMBING PIPE PENETRATIONS THROUGH GROUND FLOOR, AND GRADE SEAMS SHALL BE SLEEVED
4. PIPE
5. CONCRETE SLAB
6. MINIMUM 2"

FLOOR PENETRATION DETAIL

NO SCALE

11

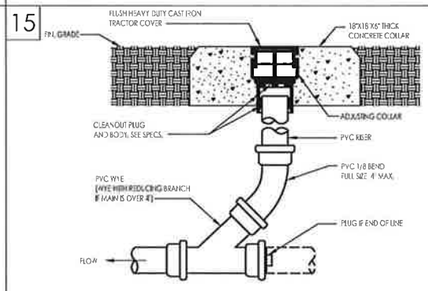
ADA COMPLIANT FLUSH LEVER MOUNTED ON APPROACH OR WIDE SIDE OF PLUMBING FIXTURE



ADA WATER CLOSET DETAIL

NO SCALE

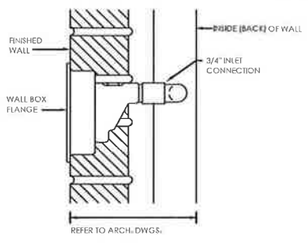
15



YARD CLEANOUT DETAIL

NO SCALE

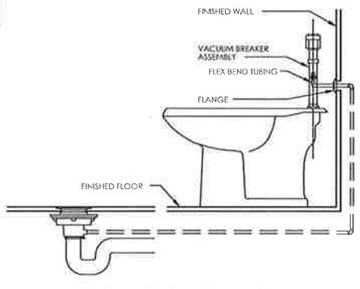
04



WALL HYDRANT DETAIL

NO SCALE

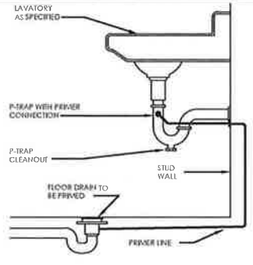
08



FLUSH VALVE TRAP SEAL PRIMER

NO SCALE

12



TRAP SEAL PRIMER INSTALLATION DETAIL

NO SCALE

16

INLINE PUMP

TRINITY
MEP ENGINEERING
3533 Moreland Dr. Ste A | Weslaco, Tx 78596
p:956.973.0500 | f:956-351-5750
www.trinitymep.com | Copyright 2012
Texas Registered Engineering Firm - F10362
Project number:13.1.17

07/15/13

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

DESIGNED BY:	REVISIONS			
DRAWN BY:	NO	DATE		APP
CHECKED BY:				
APPROVED BY:				
DATE: JUNE 2013				

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
T.B.A.E. FIRM REGISTRATION #19734
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

FOR REVIEW ONLY. NOT FOR PERMIT OR CONSTRUCTION

Hidalgo County Precinct No 4
Restitution Center Remodel
Edinburg Texas

0 1"
SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No: 4525-04
DRAWING No:
SHEET No: P3.1

Jul 15, 2013 - 3:05pm NICK
\\DISKSTATION\Trinity\2013\13.1.17\DWG\13.1.17 PLUM.dwg

HIDALGO COUNTY – PRECINCT NO. 4

SPECIFICATIONS

FORMS OF CONTRACT, BOND AND PROPOSAL

FOR

Building Repairs/Renovations, Additions and/or Alterations
to
RESTITUTION CENTER at 1124 "M" Road

IN

EDINBURG, TEXAS

COPY NO. _____

DATED: July 15, 2013

HIDALGO COUNTY – PRECINCT NO. 4
BUILDING REPAIS/RENOVATIONS, ADDITIONS and/or ALTERATIONS
to
RESTITUTION CENTER at 1124 "M" Road
Edinburg, Texas

DOCUMENT 00010

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Section Title

MISCELLANEOUS DOCUMENTS

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1. Advertisement
2. Legal Notice
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
01600 Product Requirements
01700 Execution Requirements

DIVISION 3 – CONCRETE

Division 3 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

DIVISION 8 – DOORS AND WINDOWS

08110 Standard Steel Doors and Frames
08212 Flush Wood Doors
08520 Aluminum Windows
08710 Door Hardware
08800 Glazing Assemblies

DIVISION 9 - FINISHES

09260 Gypsum Board Assemblies
09300 Tile
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 15 - MECHANICAL/PLUMBING - Listed separately at the end of this section

DIVISION 16 - ELECTRICAL - Listed separately at the end of this section

END OF SECTION

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for:

2013-234-08-07-MSS
-HIDALGO COUNTY PRECINCT NO. 4-"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX".

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 Monday, July 29, 2013 at 3:00 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.:2013-234-08-07-MSS**- HIDALGO COUNTY PRECINCT NO. 4 -**"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"** 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 August 7, 2013** 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 July 31, 2013. 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 17th day of July, 2013.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 4

"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234-08-07-MSS

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3.	Exhibit C, Insurance Requirements	4
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5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	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:

2013-234-08-07-MSS
-HIDALGO COUNTY PRECINCT NO. 4-"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX".

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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)
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BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 17th day of July, 2013.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

PURCHASING DEPARTMENT
County Of Hidalgo

July 22, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 4 "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"**
BID No. -2013-234-08-07-MSS

Dear Gentleman/Ladies:

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, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT No. 4

"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234-08-07-MSS

Acceptance Date: **August 7, 2013**

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 PRECINCT NO. 4 - BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** 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-2013-234-08-07-MSS- HIDALGO COUNTY PRECINCT NO. 4-BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** 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, August 7, 2013.**

   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 -2013-234-08-07-MSS- HIDALGO COUNTY PRECINCT NO. 4 -BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project architect: Dannenbaum Engineering Company to the attention of, Steve L. McGarraugh, AIA *at Steve.McGarraugh@dannenbaum.com* . Please call 956-682-3677 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by July 31, 2013. Inquiries beyond this date will not be responded. Contact project engineer 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.

   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-2013-234-08-07-MSS- HIDALGO COUNTY PRECINCT NO. 4-"BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"** 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, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**July 29, 2013**
Bid Opening,	**3:00 PM**	**August 7, 2013**
Award of Contract		_____, 2013
Commence Work or Deliver Products		_____, 2013

HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 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
Columbus Day	10/07/13
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

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 $100,000.

. 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.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT NO. 4

"BUILDING REPAIRS/RENOVATIONS, ADDITIONS AND/OR ALTERATIONS TO RESTITUTION CENTER AT 1124 "M" ROAD IN EDINBURG, TX"
BID-2013-234-08-07-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: _____

(This page must be submitted in response)

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** ☐ 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 EXP (Any one person)	$
					PERSONAL & 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 OCCURRENCE	$
					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 BIEFORE 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 swom 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 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.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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 PRECINCT No. 4

"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX"

BID No. -2013-234-08-07-MSS

SUBMITTAL CHECK LIST

The following list of forms 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 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

_____ STATEMENT OF CREDENTIALS

_____ One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (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 renovations of existing facility for the Restitution Building located at 1124 "M" Road, 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 renovation of existing facilities. Alternate bids are included for Complete Building Power Generator, Base Electrical Package, and Kitchen Appliances.

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 number of opaque reproductions Contractor requires, plus three copies Architect/Engineer will retain.

E. 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

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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

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

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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 troubleshooting; 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

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 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.

1.7. DELIVERY, STORAGE, AND HANDLING

1.7.1. Deliver, store, protect, and handle products to and at site under provisions of Division 1.

1.7.2. Protect coating liquid from freezing.

1.8. ENVIRONMENTAL REQUIREMENTS

1.8.1. Do not apply coating when temperature is lower than 50 degrees F (10 degrees C) or higher than 100 degrees F (38 degrees C) and ensure that that temperature range is maintained for 24 hours after application.

1.8.2. Do not apply coating when wind velocity is higher than 15 mph.

1.9. WARRANTY

1.9.1. Correct defective work within a five-year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.1. MANUFACTURERS

2.2.1. Chemprobe Technologies, Inc., telephone 214-271-5551; Product: Prime A Pell 200 or Prime A Pell Plus.

2.2.2. Other Acceptable Manufacturers:

1) Huls America, Inc., telephone 800-828-0919; Product: Chem-Trete PB or AquaTrete.
2) Harris Specialty Chemical, Inc., telephone 800-322-7825; Product: Environseal Double 7 for Block.
3) Okon, Inc., telephone 303-232-3571; Product: Okon W-2.
4) Sonneborn Chemrex, Inc., telephone 800-433-9517; Product: Sonneborn Penetrating Sealer 20.

2.2. MATERIALS

2.2.1. Coating: Siloxane or Silane; colorless, containing a minimum of 7 percent solids by weight.

PART 3 EXECUTION

3.1. EXAMINATION

3.1.1. Before starting, verify that field conditions are acceptable and are ready to receive work.

3.1.2. Verify that joint sealants are installed and cured.

3.1.3. Verify that surfaces to be coated are dry, clean, and free of efflorescence, oil, or other material detrimental to application of coating.

3.2. PREPARATION

3.2.1. Delay work until masonry mortar subtrate is cured a minimum of 30 days.

3.2.2. Remove loose particles and foreign matter.

3.2.3. Remove oil and foreign substance using a chemical solvent which will not affect masonry or coating.

3.2.4. Scrub and rinse surfaces to receive coating using clean water and allow to dry.

3.3. APPLICATION

3.3.1. Apply coating in accordance with manufacturer's instructions.

3.3.2. Apply coating at a rate of approximately one oz per sq ft of surface area using low pressure airless spray equipment flooding the surface of the masonry. Verify required coverage rate with manufacturer and adjust coverage consistent with manufacturer's instructions.

3.3.3. Apply two continuous, uniform coats. Allow drying time between coats as instructed by manufacturer.

3.4. PROTECTION OF FINISHED AND ADJACENT WORK

3.4.1. Protect adjacent surfaces not scheduled to receive coating.

3.4.2. Protect property and vehicles.

3.4.3. When applied to unscheduled surfaces, remove coating material immediately using a method as instructed by coating manufacturer.

END OF SECTION

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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 corrrected.

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

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 pane1/4 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

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

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.

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.

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.

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.

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:

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

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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

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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

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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 Texas 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

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TRINITY
MEP ENGINEERING

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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 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 Roof Top Units
- Exhaust fans
- Sheet metal, Ductwork
- Diffusers and Grilles
- Duct accessories, including grilles, and louvers
- 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.

1.8 CONTINGENCY FUND

Refer to architectural specifications for all project contingencies.

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 15140

SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Pipe, and equipment hangers, supports and associated anchors.

B. Sleeves and seals.

C. Flashing and sealing equipment and pipe stacks.

1.02 RELATED WORK

A. Section 15240 - Vibration Isolation.

B. Section 15260 - Piping Insulation.

C. Section 15280 - Equipment Insulation.

D. Section 15330 – Wet Pipe Fire Protection Sprinkler System.

E. Section 15410 - Plumbing Piping and Valves.

F. Section 15510 - Hydronic Piping.

G. Section 15530 – Refrigerant Piping

1.03 REFERENCES

A. ANSI/ASME B31.1 - Power Piping.

B. NFPA 13 - Standard for the Installation of Sprinkler Systems.

C. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems.

1.04 QUALITY ASSURANCE

A. Supports for Sprinkler Piping: In conformance with NFPA 13.

B. Supports for Standpipes: In conformance with NFPA 14.

1.05 SUBMITTALS

A. Submit shop drawings and product data under provisions of Division One.

B. Indicate hanger and support framing and attachment methods.

PART 2 - PRODUCTS

2.01 PIPE HANGERS AND SUPPORTS

A. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch Malleable iron, adjustable swivel, split ring.

B. Hangers for Pipe Sizes 2 to 4 Inches Carbon steel, adjustable, clevis.

C. Hangers for Pipe Sizes 6 Inches and Over: Adjustable steel yoke, cast iron roll, double hanger.

D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods; cast iron roll and stand for pipe sizes 6 inches and over.

E. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

F. Wall Support for Pipe Sizes 4 Inches and over: adjustable steel yoke and cast iron roll.

G. Vertical Support: Steel riser clamp.

H. Floor Support for Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, locknut nipple, floor flange, and concrete pier or steel support.

I. Floor Support for Pipe Sizes 6 Inches and Over: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.

J. Roof Pipe Supports and Hangers: Galvanized Steel Channel System as manufactured by Portable Pipe Hangers, Inc. or approved equal.

For pipes 2-1/2" and smaller – Type PP10 with roller
For pipes 3" through 8" – Type PS
For multiple pipes – Type PSE - Custom

K. Copper Pipe Support and Hangers: Electro-galvanized with thermoplastic elastomer cushions; Unistrut "Cush-A-Clamp" or equal. Hangers: Plastic coated; Unistrut or equal.

L. For installation of protective shields refer to specification section 15140-3.03.

M. Shields for Vertical Copper Pipe Risers: Sheet lead.

N. Pipe Rough-In Supports in Walls/Chases: Provide preformed plastic pipe supports, Sioux Chief "Pipe Titan", Holdrite or equal.

2.02 HANGER RODS

A. Galvanized Hanger Rods: Threaded both ends, threaded one end, or continuous threaded.

2.03 INSERTS

A. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.04 FLASHING

A. Metal Flashing: 20 gage galvanized steel.

B. Lead Flashing: 4 lb. /sq. ft. sheet lead for waterproofing; 1 lb. /sq. ft. sheet lead for soundproofing.

C. Caps: Steel, 20 gage minimum; 16 gage at fire resistant elements.

D. Coordinate with roofing contractor/architect for type of flashing on metal roofs.

2.05 EQUIPMENT CURBS

A. Fabricate curbs of hot dipped galvanized steel.

B. For metal roof construction, roof curbs shall be made of aluminum or stainless steel. Coordinate with architectural drawings and details.

2.06 SLEEVES

A. Sleeves for Pipes through Non-fire Rated Floors: Form with 18 gage galvanized steel, tack welded to form a uniform sleeve.

B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Form with steel pipe, schedule 40.

C. Sleeves for Pipes through Fire Rated and Fire Resistive Floors and Walls, and Fireproofing: Prefabricated fire rated steel sleeves including seals, UL listed.

D. Sleeves for Round Ductwork: Form with galvanized steel.

E. Sleeves for Rectangular Ductwork: Form with galvanized steel.

F. Fire Stopping Insulation: Glass fiber type, non-combustible, U.L. listed.

G. Caulk: Paintable 25-year acrylic sealant.

H. Pipe Alignment Guides: Factory fabricated, of cast semi-steel or heavy fabricated steel, consisting of bolted, two-section outer cylinder and base with two-section guiding spider that bolts tightly to pipe. Length of guides shall be as recommended by manufacturer to allow indicated travel.

2.07 FABRICATION

A. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

B. Design hangers without disengagement of supported pipe.

C. Design roof supports without roof penetrations, flashing or damage to the roofing material.

2.08 FINISH

A. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

PART 3 - EXECUTION

3.01 INSERTS

A. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams. Coordinate with structural engineer for placement of inserts.

B. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4

inches.

C. Where concrete slabs form finished ceiling, provide inserts to be flush with slab surface.

D. Where inserts are omitted, drill through concrete slab from below and provide thru-bolt with recessed square steel plate and nut recessed into and grouted flush with slab. Verify with structural engineer prior to start of work.

3.02 PIPE HANGERS AND SUPPORTS

A. Support horizontal piping as follows:

PIPE SIZE	MAX. HANGER SPACING	HANGER DIAMETER
(Steel Pipe)		
1/2 to 1-1/4 inch	7’-0”	3/8"
1-1/2 to 3 inch	10'-0"	3/8"
4 to 6 inch	10'-0"	1/2"
8 to 10 inch	10'-0"	5/8"
12 to 14 inch	10'-0"	3/4"
15 inch and over	10'-0"	7/8"
(Copper Pipe)		
1/2 to 1-1/4 inch	5'-0"	3/8"
1-1/2 to 2-1/2 inch	8'-0"	3/8"
3 to 4 inch	10'-0"	3/8"
6 to 8 inch	10'-0"	1/2"
(Cast Iron)		
2 to 3 inch	5'-0"	3/8"
4 to 6 inch	10'-0"	1/2"
8 to 10 inch	10'-0"	5/8"
12 to 14 inch	10'-0"	3/4"
15 inch and over	10'-0"	7/8"
(PVC Pipe)		
1-1/2 to 4 inch	4'-0"	3/8"
6 to 8 inch	4'-0"	1/2"
10 and over	4'-0"	5/8"

B. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.

C. Place a hanger within 12 inches of each horizontal elbow and at the vertical horizontal transition.

D. Use hangers with 1-1/2 inch minimum vertical adjustment.

E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.

F. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.

G. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

H. Support riser piping independently of connected horizontal piping.

I. Install hangers with nut at base and above hanger; tighten upper nut to hanger after final installation adjustments.

J. Portable pipe hanger systems shall be installed per manufacturers' instructions.

K. Distances between supports are maximum distance. Supports shall be provided to carry the pipe/equipment load.

3.03 Insulated Piping: Comply with the following installation requirements.

A. Clamps: Attach galvanized clamps, including spacers (if any), to piping with clamps projecting through insulation; do not exceed pipe stresses allowed by ASME B31.9.

B. Saddles: Install galvanized protection saddles MSS Type 39 where insulation without vapor barrier is indicated. Fill interior voids with segments of insulation that match adjoining pipe insulation.

C. Shields: Install protective shields MSS Type 40 on cold and chilled water piping that has vapor barrier. Shields shall span an arc of 180 degrees and shall have dimensions in inches not less than the following:

NPS	LENGTH	THICKNESS
1/4 THROUGH 3-1/2	12	0.048
4	12	0.060
5 & 6	18	0.060
8 THROUGH 14	24	0.075
16 THROUGH 24	24	0.105

D. Piping 2" and larger provide galvanized sheet metal shields with calcium silicate at hangers/supports.

E. Insert material shall be at least as long as the protective shield.

F. Thermal Hanger Shields: Install where indicated, with insulation of same thickness as piping.

3.04 EQUIPMENT BASES AND SUPPORTS

A. Provide equipment bases of concrete.

B. Provide templates, anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct support of steel members. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.05 FLASHING

A. Provide flexible flashing and metal counter flashing where piping and ductwork penetrate weather or waterproofed walls, floors, and roofs.

B. Flash vent and soil pipes projecting 8 inches minimum above finished roof surface with lead worked one inch minimum into hub, 8 inches minimum clear on sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter flash and seal.

C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.

D. Seal floor shower mop sink and all other drains watertight to adjacent materials.

E. Provide curbs for mechanical roof installations 8 inches minimum high above roofing surface. Contact architect for all flashing details and roof construction. Seal penetrations watertight.

3.06 SLEEVES

A. Set sleeves in position in formwork. Provide reinforcing around sleeves.

B. Extend sleeves through floors minimum one inch above finished floor level. Caulk sleeves full depth with fire rated thermfiber and 3M caulking and provide floor plate.

C. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with U.L. listed fire stopping insulation and caulk seal air tight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

D. Fire protection sleeves may be flush with floor of stairways.

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes semirigid and flexible duct, plenum, and breeching insulation; insulating cements; field-applied jackets; accessories and attachments; and sealing compounds.

B. Related Sections include the following:

1. Division 7 Sections for firestopping materials and requirements for penetrations through fire and smoke barriers.
2. Division 15 Section "Pipe Insulation" for insulation for piping systems.
3. Division 15 Section "Metal Ducts" for duct liner.

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.

B. Deliver and store all insulation with protective material until installation. Any material left exposed to moisture and/or particulates shall be removed and replaced.

C. Any installed insulation left temporarily incomplete shall be covered with protective material until final connections can be installed.

1.6 COORDINATION

A. Coordinate clearance requirements with duct Installer for insulation application.

1.7 SCHEDULING

A. Schedule insulation application after testing duct systems. Insulation application may begin on segments of ducts 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.

2.2 INSULATION MATERIALS

A. Mineral-Fiber Blanket Thermal Insulation: Glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II, with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film

2.3 Field Applied Jacket

A. Foil and paper Jacket: Laminated, glass-fiber-reinforced, flame-retardant kraft paper and aluminum foil.

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. Adhesive-Attached Anchor Pins and Speed Washers: Galvanized steel plate, pin, and washer manufactured for attachment to duct and plenum with adhesive. Pin length sufficient for insulation thickness indicated.

1. Adhesive: Recommended by the anchor pin manufacturer as appropriate for surface temperatures of ducts, plenums, and breechings; and to achieve a holding capacity of 100 lb (45 kg) for direct pull perpendicular to the adhered surface.

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 surfaces to receive insulation. 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; and free of voids throughout the length of ducts and fittings.

B. Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each duct 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 multiple layers of insulation with longitudinal and end seams staggered.

E. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.

F. Keep insulation materials dry during application and finishing.

G. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.

H. Apply insulation with the least number of joints practical.

I. Apply insulation over fittings and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated.

J. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic. Apply insulation continuously through hangers and around anchor attachments.

K. Insulation Terminations: For insulation application where vapor retarders are indicated, seal ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.

L. Apply insulation with integral jackets as follows:

1. Pull jacket tight and smooth.
2. Joints and Seams: Cover with tape and vapor retarder as recommended by insulation material manufacturer to maintain vapor seal.
3. Vapor-Retarder Mastics: Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to duct flanges and fittings.

M. Cut insulation according to manufacturer's written instructions to prevent compressing insulation to less than 75 percent of its nominal thickness.

N. Install vapor-retarder mastic on ducts and plenums scheduled to receive vapor retarders.

1. Ducts with Vapor Retarders: Overlap insulation facing at seams and seal with vapor-retarder mastic and pressure-sensitive tape having same facing as insulation. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-retarder seal.
2. Ducts without Vapor Retarders: Overlap insulation facing at seams and secure with outward clinching staples and pressure-sensitive tape having same facing as insulation.

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. Seal insulation to roof flashing with vapor-retarder mastic.

P. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and partitions, except fire-rated walls and partitions.

Q. Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire/smoke damper sleeves for fire-rated wall and partition penetrations.

R. Floor Penetrations: Terminate insulation at underside of floor assembly and at floor support at top of floor.

1. For insulation indicated to have vapor retarders, taper termination and seal insulation ends with vapor-retarder mastic.

3.4 MINERAL-FIBER INSULATION APPLICATION

A. Blanket Applications for Ducts and Plenums: Secure blanket insulation with adhesive and anchor pins and speed washers.

1. Apply adhesives according to manufacturer's recommended coverage rates per square foot, for 100 percent coverage of duct and plenum surfaces.

2. Install anchor pins and speed washers on sides and bottom of horizontal ducts and all sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches (450 mm) and smaller, along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
    b. On duct sides with dimensions larger than 18 inches (450 mm). Space 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Apply additional pins and clips to hold insulation tightly against surface at cross bracing.
    c. Anchor pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.

3. Impale insulation over anchors and attach speed washers.
4. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
5. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation segment with 1/2-inch (13-mm) staples, 1 inch (25 mm) o.c., and cover with pressure-sensitive tape having same facing as insulation.
6. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. Secure with steel band at end joints and spaced a maximum of 18 inches (450 mm) o.c.
7. Apply insulation on rectangular duct elbows and transitions with a full insulation segment for each surface. Apply insulation on round duct elbows with individually mitered gores cut to fit the elbow.
8. Insulate duct stiffeners, hangers, and flanges that protrude beyond the insulation surface with 6-inch- (150-mm-) wide strips of the same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with anchor pins spaced 6 inches (150 mm) o.c.
9. Apply vapor-retarder mastic to open joints, breaks, and punctures for insulation indicated to receive vapor retarder.

3.5 DUCT SYSTEM APPLICATIONS

A. Insulation materials and thicknesses are specified in schedules at the end of this Section.

B. Materials and thicknesses for systems listed below are specified in schedules at the end of this Section.

C. Insulate the following plenums and duct systems:

1. Indoor concealed supply-, return-, and outside-air ductwork.
2. Indoor exposed supply-, return-, and outside-air ductwork.
3. Indoor concealed range-hood exhaust ductwork.
4. Indoor concealed dishwasher ductwork.

D. Items Not Insulated: Unless otherwise indicated, do not apply insulation to the following systems, materials, and equipment:
1. Factory-insulated flexible ducts.
2. Factory-insulated plenums, casings, terminal boxes, and filter boxes and sections.
3. Flexible connectors.

4. Vibration-control devices.
5. Testing agency labels and stamps.
6. Nameplates and data plates.
7. Access panels and doors in air-distribution systems.

3.6 INDOOR DUCT AND PLENUM APPLICATION SCHEDULE

A. Service: Round and rectangular, supply-air ducts, concealed.

1. Material: Mineral-fiber blanket.
2. Thickness: 3 inches (R-8 or greater)
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and paper.
5. Vapor Retarder Required: Yes.

B. Service: Round and rectangular, return-air ducts, outside air duct, concealed or exposed.

1. Material: Mineral-fiber blanket.
2. Thickness: 2 inches (50 mm).
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and Paper
5. Vapor Retarder Required: Yes.

C. Service: Round and rectangular, supply and return-air ducts, exposed and in mechanical rooms.

1. Material: 2" liner insulation
2. Thickness: 2 inches (50 mm).
3. Number of Layers: One.
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No

D. Service: Round and rectangular, exhaust air ducts, concealed & exposed and in mechanical rooms.

1. Material: 1" Interior liner
2. Thickness: 1 inches
3. Number of Layers: One.
4. Field-Applied Jacket: None.
5. Vapor Retarder Required: No
6.

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: 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.

C. 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: Aluminum Jacket on building exterior application only.
5. Vapor Retarder Required: Yes.
6. Finish: None.

D. 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.

E. 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 15190

SYSTEM IDENTIFICATION AND PIPE MARKING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. The Basic Materials and Methods, Section 15050, are included as a part of this Section as though written in full in this document.

1.02 SCOPE

Scope of the Work shall include the furnishing and complete installation of the equipment covered by this Section, with all auxiliaries, ready for owner's use.

1.03 Refer to Architectural Sections for additional requirements.

PART 2 - PRODUCTS

2.01 VALVE AND PIPE IDENTIFICATION

A. Valves:

1. All valves shall be identified with a 1-1/2" diameter brass disc wired onto the handle. The disc shall be stamped with 1/2" high depressed black filled identifying numbers. These numbers shall be numerically sequenced for all valves on the job.

2. The number and description indicating make, size, model number and service of each valve shall be listed in proper operational sequence, properly typewritten. Three copies to be turned over to Owner at completion.

3. Tags shall be fastened with approved meter seal and 4 ply 0.018 smooth copper wire. Tags and fastenings shall be manufactured by the Seton Name Plate Company or approved equal.

4. All valves shall be numbered serially with all valves of any one system and/or trade grouped together.

B. Pipe Marking:

1. All interior visible piping located in accessible spaces such as above accessible ceilings, equipment rooms, attic space, under floor spaces, etc., shall be identified with all temperature pipe markers as manufactured by W.H. Brady Company, 431 West Rock Ave., New Haven, Connecticut, or approved equal.

2. All exterior visible piping shall be identified with UV and acid resistant outdoor grade acrylic plastic markers as manufactured by Set Mark distributed by Seton nameplate company. Factory location 20 Thompson Road, Branford, Connecticut, or approved equal.

3. Generally, markers shall be located on each side of each partition, on each side

of each tee, on each side of each valve and/or valve group, on each side of each piece of equipment, and, for straight runs, at equally spaced intervals not to exceed 75 feet. In congested area, marks shall be placed on each pipe at the points where it enters and leaves the area and at the point of connection of each piece of equipment and automatic control valve. All markers shall have directional arrows.

4. Markers shall be installed after final painting of all piping and equipment and in such a manner that they are visible from the normal maintenance position. Manufacturer's installation instructions shall be closely followed.

5. Markers shall be colored as indicated below per ANSI/OSHA Standards:

SYSTEM	COLOR	LEGEND
Chilled Water	Green	Chilled Water Supply Chilled Water Return
Sanitary Sewer	Green	Vent Sanitary Sewer
Storm Drain	Green	Storm Drain
Domestic Water	Green	Domestic Water
Domestic Hot Water Supply	Yellow	Domestic Hot Water Supply
Domestic Hot Water Recirculating	Yellow	Domestic Hot Water Return
Fire Protection	Red	Fire Protection
Automatic Sprinkler	Red	Fire Sprinkler
Gas	Yellow	Natural Gas
Condenser Water	Green	Condenser Water Supply Condenser Water Return
Compressed Air	Blue	Compressed Air
Pneumatic Control	Yellow	Pneumatic Controls
Oxygen	Yellow	Oxygen
Nitrogen	Green	Nitrogen
Deionized Water	Green	Deionized Water
Steam	Yellow	Steam Supply Steam Return

C. Pipe Painting:

1. All piping exposed to view shall be painted as indicated or as directed by the Architect in the field. Confirm all color selections with Architect prior to installation.

2. The entire fire protection piping system shall be painted red.

3. All piping located in mechanical rooms and exterior piping shall be painted as indicated below:

System	Color
Storm Sewer	White
Sanitary Sewer Waste and Vent	Light Gray
Domestic Cold Water	Dark Blue
Domestic Hot Water Supply and Return	Orange
Condenser Water Supply and Return	Light Green
Gas	Yellow
Chilled Water Supply and Return	Light Blue
Heating Hot Water Supply and Return	Reddish Orange

PART 3 - EXECUTION

3.01 All labeling equipment shall be installed as per manufacturers printed installation instructions.

3.02 All items required for a complete and proper installation are not necessarily indicated on the plans or in the specifications. Contractors price shall include all items required as per manufacturers' requirements.

3.03 All piping shall be cleaned of rust, dirt, oil and all other contaminants prior to painting. Install primer and a quality latex paint over all surfaces of pipe.

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 15781

ROOFTOP HEATING AND COOLING UNITS
ELECTRIC COOLING - ELECTRIC HEAT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. The Basic Materials and Methods, Section 15050, are included as a part of this Section as though written in full in this document.

1.02 SCOPE

A. Scope of the Work shall include the furnishing and complete installation of the equipment covered by this Section, with all auxiliaries, ready for owner's use.

PART 2 - PRODUCTS

2.01 ROOFTOP UNIT

A. Rooftop unit shall be packaged and include electric cooling and electric heat with capacity and steps of cooling and heating as shown on the drawings.

B. Unit shall be factory-charged and tested, shall be UL-labeled and ARI-certified by Standard 210 and 270, and shall be AGA-certified.

C. Unit casing shall be heavy-gauge galvanized steel or heavy-gauge aluminum with protective coat of baked enamel. Weatherproof access panels shall be provided for access to all parts requiring service.

D. Compressor(s) shall be sealed or serviceable hermetic type and shall be resiliently mounted to avoid vibration and noise. Compressor shall be provided with anti-slugging protection, crankcase heater, and time delay on recycling of the compressor. Two internal compressor motor thermal cutouts and a hot gas cutout shall protect the compressor in addition to high-pressure and low-pressure safeties. Standard controls shall permit operation down to 35 deg. F (2 deg. C) and compressor shall be locked out below this temperature.

E. Condenser fan(s) shall be direct-driven on the shaft of the slow-speed motor, which shall be designed to operate exposed to the weather.

F. Condenser coils shall have a sub-cooling section.

G. Refrigerant circuit shall include filter dryer, moisture indicator, sight glass, and gauge ports.

H. Filter rack shall be provided for filters 2 in. thick and shall filter both outdoor air and return air. See Section 15885 of these Specifications for type of filters and the number of filter changes to be furnished with the equipment.

I. Evaporator fan shall be quiet-type centrifugal blower, directly connected to an adjustable-speed motor or belt driven with an adjustable-pitch pulley on the motor.

J. Electric heat section shall be installed in the unit and served by the same power source as the rest of the unit. Only one power feed shall be required for the unit.

2.02 ACCESSORY EQUIPMENT

A. Unit shall be provided with hot gas reheat dehumidification option. Hot gas reheat coil shall be located on the leaving air side of the evaporator coil and fully piped and circuited at the factory. Provide a wall mounted humidity sensor to control activation of the hot gas reheat. Sensor shall be adjustable for humidity levels between 40-60% relative humidity.

A. Condenser coil guards shall be provided.

B. Roof mounting frame shall be provided for all units mounted on the floor. Frame shall be approved by the National Roofing Contractors Association. Provide all necessary flashing and counterflashing.

C. Provide "power saver" dampers and controls to provide "free cooling" from 0 to 100% outdoor air (OA) when the outside air humidity and temperature are acceptable. Provide OA, return air, and relief air dampers in a factory-provided enclosure. All air shall be filtered and bird screen shall be installed.

D. A solid state enthalpy changeover control shall determine the capability of the outside air to provide free cooling. The control package shall include a differential enthalpy sensor in the return air duct to compare the enthalpy of the outside air and return air and use the air with the lowest enthalpy for free cooling or assisting the mechanical cooling. The cooling control sequence is as follows:
1. The changeover control determines if the outdoor air is suitable for free cooling.
2. The space thermostat determines if cooling is needed in the building. If so:
3. The actuator modulates the outdoor air and return air dampers to maintain the desired mixed air temperature.
4. The second cooling stage of the space thermostat energizes the compressor to assist the economizer if required.
5. If the outdoor air is not suitable for free cooling, the outdoor air damper remains in the minimum ventilation position and the compressor is energized when space cooling is required.

E. Provide a warm-up thermostat to prevent the OA dampers from opening if the return air temperature is below the set point (65 deg. F) (18 deg. C).

F. Provide necessary controls for operation of the compressor below the normal temperature of the compressor cutout. Operation shall be permitted down to temperature specified on drawings.

G. Provide factory-trained service person to check out the system, calibrate the controls, and see that the RTU is operating properly. The service person making the settings shall make a written report to the engineer and the owner with all set points listed for future reference.

H. Rooftop units mounted on slabs or other fixed locations shall be provided with adapters for end discharge and return to the unit.

I. Provide thermostat and other controls required to produce the control functions called for.

2.03 ACCEPTABLE MANUFACTURERS

A. Roof top unit shall be the make and model number shown on the schedule on the drawings, or acceptable equivalents are Carrier, Lennox, Trane, or York.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install the curb as required by the job conditions and as recommended by the manufacturer, and install proper flashing and counterflashing. See details on the drawings.

B. Set the unit in place, taking care to protect the adjacent roofing, and connect the supply and return ductwork.

C. Make electrical connections, taking care that these do not block access to any part of the equipment requiring service.

D. Have the factory service person check out the unit and make a written report. Place the unit in service.

E. Connect full size condensate drain pipe to roof top unit and extend to nearest drain, pipe shall be schedule 40 galvanized with malleable iron fittings.

3.02 BALANCING AND TEST

A. Operate the roof top unit and check for proper supply air quantity, noise, and proper operation.

B. Report the airflow, static pressure, voltage and current draw of each item, refrigerant pressure readings, etc., as required by Section 15990 of these Specifications. This system is not complete until these readings have been made, submitted to the engineer, and accepted.

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

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.
4. Coordination with other trades and including but not limited to: structural members, electrical lights and conduits, plumbing lines, & fire sprinkler lines.

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- thick, galvanized sheet for concealed ducts and 0.0500-inch- 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- 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.

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 ,negative pressure.

4. Exhaust Ducts: 1-inch wg negative pressure.

E. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. 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.

2.6 DUCT STORGE

A. All duct must have end capped with plastic covers on both ends from end of fabrication to duct installation.

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 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 transverse joints, longitudinal seams and duct wall penetrations 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.

3.3 RANGE HOOD EXHAUST DUCT INSTALLATIONS

A. Install ducts to allow for thermal expansion of ductwork through 2000 deg F 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 intervals; locate on sides of duct a minimum of 1-1/2 inches from bottom; and fit with grease-tight covers of same material as duct.

D. Do not penetrate fire-rated assemblies.

3.4 DISHWASHER EXHAUST DUCT INSTALLATIONS

A. Install dishwasher exhaust ducts according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."

B.

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 of each elbow and within 48 inches of each branch intersection.

C. Support vertical ducts at a maximum interval of 16 feet 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 DUCT APPLICATION

A. Service: Round and rectangular, supply/return/outside -air ducts, concealed.

1. Sheet-metal with wrap insulation

B. Service: Round and rectangular, supply/return/outside -air ducts, exposed and in mechanical rooms.

1. Sheet-metal double wall with lined insulation in-between.
2. Inner sheet-metal duct shall be perforated in areas with acoustical requirements, ref. plans.

C.

3.8 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, when applicable) 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 (both positive and negative pressures), and Leakage Classification 6 for pressure classifications from 2- to 10-inch wg.

E. Remake leaking joints and retest until leakage is less than maximum allowable.

3.9 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 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. Roof Top 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.
l. Discharge air temperature

G. Electric-Coil Test Reports: For electric duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data: Include the following:

a. System identification.
b. Location.
c. Coil identification.
d. Capacity in Btuh (kW).
e. Number of stages.
f. Connected volts, phase, and hertz.
g. Rated amperage.
h. Discharge air temperature

2. Test Data: Include design and actual values for the following:

a. Heat output in Btuh (kW).
b. Airflow rate in cfm (L/s).
c. Air velocity in fpm (m/s).
d. Entering-air temperature in deg F (deg C).
e. Leaving-air temperature in deg F (deg C).
f. Voltage at each connection.
g. Amperage for each phase.

H. 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).

I. 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, combination starter/ disconnect, fire alarm, rough-in for telephone and data system, and 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.

1.8 CONTINGENCY FUND

1 Refer to architectural specifications for all project contingencies.

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

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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. Lyncole XIT Grounding.
      o. O-Z/Gedney Co.; a business of the EGS Electrical Group.

p. Raco, Inc.; Division of Hubbell.
q. Robbins Lightning, Inc.
r. Salisbury: W. H. Salisbury & Co.
s. 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 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.

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: 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.

3.6 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:

‘MDP’	‘K’
208Y120V	208Y/120V
FED FROM ‘MS’	FED FROM ‘MDP’

   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:

‘RTU-1'	‘RTU-2'
FED FROM ‘MDP'	FED FROM ‘MDP’

   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. Triangle PWC, Inc.
    j. Wheatland Tube Co.
2. Nonmetallic Conduit and Tubing:
    a. Arnco Corp.
    b. Cantex Industries; Harsco Corp.
    c. Certainteed Corp.; Pipe & Plastics Group.
    d. Cole-Flex Corp.
    e. Condux International; Electrical Products.
    f. Electri-Flex Co.
    g. George-Ingraham Corp.
    h. Hubbell, Inc.; Raco, Inc.
    i. Lamson & Sessions; Carlon Electrical Products.
    j. R&G Sloan Manufacturing Co., Inc.
    k. Spiraduct, Inc.
    l. 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.
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, 4-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.

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. GE
B. Square D Co.
C. Siemens
D. Eaton

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.
E. 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.
F. Current carrying parts shall be plated to resist corrosion.
G. Switches shall have removable arc suppressor to facilitate easy access to line side lugs.
H. 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.
I. Tangential knockouts shall be provided to facilitate ease of conduit entry (Type 1).
J. Type 3R enclosure shall contain no knockouts. Supply watertight hubs.
K. 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. GE
      b. Square D Co.
      c. Siemens
      d. Eaton

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 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.

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 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.

B. Replace existing fire alarm devices, reusing existing locations. Fire Alarm contractor is responsible to comply at existing areas. Fire Alarm contractor is responsible to comply with ADA fire alarm code. Include all cost in bas bid.

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 shall monitor the environmental compensation value and alert the system operator when the detector approaches the allowable environmental compensation value. Differential sensing algorithms shall maintain a constant differential between selected detector sensitivity and the "learned" base line sensitivity. The base line sensitivity information shall be permanently stored at the detector.

7 The detector and loop controller shall provide increased reliability and inherent survivability through intelligent conventional operation. The device shall automatically change to stand alone, conventional device operation in the event of a loop controller polling communications failure. In the standalone detector mode, the detector shall continue to operate using sensitivity and environmental compensation information, stored in its microprocessor at the time of communications failure. The loop controller shall monitor the loop and activate a loop alarm if a detector reaches its alarm sensitivity threshold.

8 Detectors shall be capable of automatic electronic addressing and/or custom addressing. Devices using DIP or rotary switches for addressing, either in the base or on the detector shall not be acceptable.

9 Detectors shall be suitable for operation in the following environment:

1 Temperature: 32ºF to 120ºF
2 Humidity: 0-93% RH, non-condensing
3 Elevation: Up to 6,000 ft.

B. Photoelectric Smoke Detectors

1 Addressable intelligent photoelectric smoke detectors shall be provided as indicated on the Drawings. The detector shall use a light scattering type photo electric smoke sensor to sense changes in air samples from its surroundings. An integral microprocessor shall dynamically examine values from the sensor and initiate an alarm based on the analysis of data. The detector shall utilize digital filters to remove signal patterns that are not typical of fires. Each detector shall have twin red/green status LEDs. The red LED shall indicate alarm condition and green LED shall indicate normal.

2 The detector shall continually monitor any changes in sensitivity due to the environmental affects of dirt, smoke, temperature and humidity. The information shall be stored in the integral processor and transferred to the loop controller.

3 Detector shall be programmable for different sensitivity during day and night periods.

4 The detector shall be suitable for direct insertion into air ducts up to 3 ft. high and 3 ft. wide with air velocities up to 5,000 ft/min.

5 The detector shall be rated for ceiling installation at a minimum of 30 foot centers.

6 The percent smoke obscuration per foot alarm setpoint for the detector shall be field selectable to various sensitive settings ranging from 1.0% to 3.5%.

C. Detector Mounting Bases

1 Detector mounting bases shall be suitable for mounting on a standard 4" square electrical outlet box. The base shall contain no electronics, support all detector types and have the following minimum requirements:

1 Removal of the respective detector shall not affect communications with other detectors.

2 Terminal connections shall be made on the room side of the base. Bases which must be removed to gain access to the terminals shall not be acceptable.

3 Capable of supporting a remote LED indicator and test station. Provide remote LED indicators and test stations as indicated on the Drawings.

D. Detector Mounting Plates

1 Provide detector mounting plate assemblies to facilitate mounting detectors for direct insertion into low velocity ductwork. The mounting plate shall be code gauge steel with corrosion resistant red enamel finish.

E. Duct Smoke Detectors

1 Air duct mounted smoke detectors shall be provided in the air supply stream of all central air handling equipment above 2000 cfm, i.e. Provide all necessary interface wiring for proper system operation.

2 The duct smoke detector shall be UL listed per UL 268A specifically for use in air handling systems. The detector shall operate at velocities of 300-4000 ft./min. The detector housing shall be equipped with an integral mounting base. It shall be capable of local testing via magnetic switch or remote testing using a remote test station. The duct detector housing shall incorporate an airtight smoke chamber in compliance with UL 268A. The housing shall be capable of mounting to either rectangular or round ducts without adaptor brackets. An integral filter system shall be included to reduce dust and residue effects on detector housing, thereby reducing maintenance and servicing. Sampling tubes shall be easily installed after the housing is mounted to the duct by passing through the duct housing. The housing shall have a red enamel finish.

3 For each duct smoke detector provide a remote LED indicator and test station to be mounted in a location indicated on the Drawings and approved by the local authority having jurisdiction.

F. Beam Type Smoke Detectors

1. Provide projected beam type smoke detectors. Then beam detectors shall be four wire 24 Vdc and powered from the control panel 4 wire smoke power source. This unit shall consist of a separate transmitter and receiver capable of being powered separately or together. This unit shall operate in either a short range of 30 to 100 ft. (9.14 to 30.4m) or a long range of 100 to 300 ft. (30.4 to 91.4m). The detector shall feature a bank of four alignment LEDs on both the receiver and transmitter that are used to ensure proper alignment without the use of special tools. The beam detector shall feature automatic gain control which will compensate for gradual signal deterioration from dirt accumulation on lenses. Ceiling or mount as shown on the plans. Testing shall be carried out using calibrated test filters. Provide an activated remote test station>.

2.4 SYSTEM MODULES

A. Addressable intelligent modules shall support supervised Class B circuits. The modules shall be multi-function capable of field programming. The modules shall have a minimum of 2 diagnostic LEDs mounted behind a finished cover plate. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The module shall be capable of storing diagnostic codes which can be retrieved for troubleshooting assistance. Input and output circuit wiring shall be supervised for open and ground faults. The module shall be suitable for operation in the following environment:

1 Temperature: 32°F to 120°F (0°C to 49°C)

2 Humidity: 0-93% RH, non-condensing

B. Single Input Module

1 Addressable intelligent single input modules shall be provided as required for the system configuration. The single input module shall provide one (1) supervised Class B input circuit. The module shall be suitable for mounting on 4” square electrical box. The single input module shall support the following input circuit types:

1 Normally-Open Alarm Latching (Manual Stations, Smoke Detectors, etc.)
2 Normally-Open Alarm Delayed Latching (Waterflow Switches)
3 Normally-Open Active Non-Latching (Monitors, Fans, Dampers, Doors, etc.)
4 Normally-Open Active Latching (Supervisory, Tamper Switches)

C. Dual Input Module

1 Addressable intelligent dual input modules shall be provided as required for the system configuration. The dual input module shall provide two (2) supervised Class B input circuits. The module shall be suitable for mounting on a standard 4" square electrical box. The dual input module shall support the following input circuit types:

1 Normally-Open Alarm Latching (Manual Stations, Smoke Detectors, etc.)
2 Normally-Open Alarm Delayed Latching (Waterflow Switches)
3 Normally-Open Active Non-Latching (Monitors, Fans, Dampers, Doors, etc.)
4 Normally-Open Active Latching (Supervisory, Tamper Switches)

D. Monitor Module

1 Addressable intelligent monitor modules shall be provided as required for the system configuration. The monitor module shall support one (1) supervised Class B normally-open active non-latching monitor circuit. The monitor module shall be suitable for mounting on a standard 4" square electrical box.

E. Waterflow/Tamper Module

1 Addressable intelligent waterflow/tamper modules shall be provided as required for the system configuration. The waterflow/tamper module shall support two (2) supervised Class B input circuits. Channel A shall support a normally-open alarm delayed latching waterflow switch circuit. Channel B shall support a normally-open active latching tamper switch. The waterflow/tamper module shall be suitable for mounting on a standard 4" square electrical box.

F. Single Input Signal Module

1 Addressable intelligent single input signal modules shall be provided as required for the system configuration. The single input signal module shall provide one (1) supervised Class B output circuit capable of supporting the operation of an audible/ visual signal power selector and a telephone power selector with ring tone for fire fighter's telephone. The module shall be suitable for mounting on a standard 4" square electrical box.

G. Dual Input Signal Module

1 Addressable intelligent dual input signal modules shall be provided as required for the system configuration. The dual input signal module shall provide a means to selectively connect one of two (2) signaling circuits to one (1) supervised output circuit. The dual input signal modules shall be capable of supporting the operation of an audible/visual signal power selector. The module shall be suitable for mounting on a standard 4" square electrical box.

H. Control Relay Module

1 Addressable intelligent control relay modules shall be provided as required for the system configuration. The control relay module shall provide one form "C" dry relay contact rated at 2 amps @ 24 Vdc to control external appliances or equipment shutdown. The control relay shall be rated for pilot duty and releasing systems. The position of the relay contact shall be confirmed by the system firmware. The control relay module shall be suitable for mounting on a standard 4" square electrical box.

I. Universal Class A/B Module

1 Addressable intelligent class A/B modules shall be provided as required for the system configuration. The universal class A/B module shall be capable of numerous operations. The module shall be suitable for mounting on a standard 4" square electrical box. The universal class A/B module shall support the following circuit types:
1 Two (2) supervised Class B Normally-Open Alarm Latching.
2 Two (2) supervised Class B Normally-Open Alarm Delayed Latching.
3 Two (2) supervised Class B Normally-Open Active Non-Latching.

4 Two (2) supervised Class B Normally-Open Active Latching.
5 One (1) form “C” dry relay contact rated at 2 amps @ 24 Vdc.
6 One (1) supervised Class A Normally-Open Alarm Latching.
7 One (1) supervised Class A Normally-Open Alarm Delayed Latching.
8 One (1) supervised Class A Normally-Open Active Non-Latching.
9 One (1) supervised Class A Normally-Open Active Latching.
10 One (1) supervised Class A 2-wire Smoke Alarm Non-Verified.
11 One (1) supervised Class B 2-wire Smoke Alarm Non-Verified.
12 One (1) supervised Class A 2-wire Smoke Alarm Verified
13 One (1) supervised Class B 2-wire Smoke Alarm Verified
14 One (1) supervised Class A Signal Circuit, 24Vdc @ 2A.
15 One (1) supervised Class B Signal Circuit, 24Vdc @ 2A.

2.5 MANUAL PULL STATIONS

A. Addressable intelligent dual action, non-break glass type, key reset, semi-flush mounted manual pull stations shall be provided as indicated on the Drawings. The stations shall be of Lexan construction, finished in red with white molded raised letters “PULL IN CASE OF FIRE”. The station shall be suitable for mounting on a standard 4" square electrical box. The station shall have a minimum of 2 diagnostic LEDs mounted on their integral, factory assembled single or two stage input module. A green LED shall flash to confirm communication with the loop controller. A red LED shall flash to display alarm status. The station shall be capable of storing diagnostic codes which can be retrieved for troubleshooting assistance. Input circuit wiring shall be supervised for open and ground faults. The fire alarm pull station shall be suitable for operation in the following environment:
1 Temperature: 32^{o}F to 120^{o}F (0^{o}C to 49^{o}C)
2 Humidity: 0-93% RH, non-condensing

2.6 NOTIFICATION APPLIANCES

A. General
1 All appliances shall be UL listed for Fire Protective Service. All audible appliances, visual appliances and combination audible/visual appliances shall be capable of providing the equivalent facilitation which is allowed under the Americans with Disabilities Act Accesabilities Guidelines (ADA/AG), and shall be UL 1971, and ULC S526 listed.

B. Audible Only Notification Appliances
1 Audible appliances shall be a mylar cone type speaker. Paper type cones are not acceptable. The rear of the speaker shall be completely sealed protecting the cone during and after installation. Speakers shall provide power taps at 1/4w, 1/2w, 1w, and 2w. Speakers shall provide UL confirmed 90 dBA sound output at 2w.
2 Audible appliances shall be provided with in/out wiring terminals.
3 Audible appliances shall be flush for ceiling mounted and flush/semi-flush for wall mounted as indicated on the Drawings. They shall have a white faceplate for ceiling mounting and red faceplate for wall mounting. They shall mount to a standard 4" square electrical box.

C. Visual Only Notification Appliances
1 Visual appliances shall be a self-synchronized strobe. The strobe flashtube shall be enclosed in a rugged lexan lens with solid state circuitry. The strobe shall provide 15, 15/75, 30, 60 and 110 candela synchronized flash outputs. The strobe intensity selection shall be based on the installed location within the building.
2 Visual appliances shall be provided with in/out field wiring terminals.
3 Visual appliances shall have lens markings oriented for wall mounting where indicated on the Drawings. They shall have a red faceplate for flush/semi-flush wall mounting. They shall mount to a standard 4" square electrical outlet box.

D. Combination Audible/Visual Notification Appliances
1 Combination appliances shall be a combination of the audible and visual appliances specified previously. They shall have a red faceplate for flush/semi-flush wall mounting.

2 The majority, if not all, of the notification appliances shall be combination devices such that the visual and audible requirements of ADA shall be complied with. Visual notification appliances shall be located in all areas of common use, i.e. lobbies, hallways, restrooms, meeting/conference/assembly areas, break rooms, copy/fax/mail rooms, etc. Audible notification appliances shall produce a sound that exceeds the prevailing equivalent sound level in the room or space by at least 15dbA or exceeds any maximum sound level with a duration of 60 seconds by 5dbA, whichever is louder. Sound levels for alarm signals shall not exceed 120 dbA. It is the intent of the Drawings to show all devices that are required. The fire alarm system vendor/bidder shall provide all appliances shown and/or required by these specifications but it others are anticipated to be required the vendor/bidder shall qualify the provisions for the system making note of the additional cost for the anticipated additional requirements.

2.7 ANCILLARY DEVICES

A. Remote Relays

1 Multi-Voltage Control Relays

1 Remote control relays shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be SPDT or DPDT, as required, and rated for 10 amperes at 115 Vac. A single relay may be energized from a voltage source of 12 Vdc, 12 Vac, 24 Vdc, 24 Vac, 115 Vac, or 230 Vac, as required. A red LED shall indicate the relay is energized. A metal enclosure shall be provided.

2 Manual Override Control Relays

1 Remote control relays with a manual override shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be SPDT and rated for 10 amperes at 115 Vac or 24 Vdc. A single relay may be energized from a voltage source of 24 Vdc or 24 Vac. A red LED shall indicate the relay is energized.

3 Heavy Duty Power Relays

1 Remote control relays shall be provided as required for the system configuration for connection to supervised ancillary circuits for control of fans, dampers, door releases, etc. Relay contact ratings shall be DPDT and rated for 30 amperes at 300 Vac or 2 HP motor load. A single relay may be energized from a voltage source of 24 Vac,115 Vac, as required. A metal enclosure shall be provided.

2.8 ELECTROMAGNETIC DOOR HOLDERS

A. Provide single or double door, floor or wall mounted electromagnetic door holder/release devices as indicated on the Drawings. The devices shall be rated for 24V ac/dc input. The devices shall be brushed zinc finished.

2.9 FIRE ALARM CABLE

A. The fire alarm cable shall plenum rated and be UL listed and suitable for use as power limited fire protective signaling circuit cable in accordance with National Electric Code Article 760 (Fire Alarm Systems) and Article 725 (Class 1, Class 2 and Class 3 - Remote Control, Signaling and Power-Limited Circuits).

B. Cable Construction

1 Conductors shall be solid, soft annealed, uncoated copper.

2 Insulation shall be 300 volt, 105ºC polyvinylchloride.

3 Two conductor, non-shielded cables shall be parallel; shielded and three or more conductors shall be cabled round.

4 Shielding shall be mylar backed aluminum foil, helically wrapped to provide 100% coverage. A suitable copper drain wire shall be provided with shielded cables.

5 Jacket shall be red, 105ºC polyvinylchloride, rated 300 volt.

6 Cable shall be plenum rated when installed in air handling plenums.

C. In general, non-shielded cable is acceptable for use throughout except on voice circuits. All voice circuits shall utilize shielded, twisted pair cable.

PART 3 - EXECUTION

3.1 APPROVALS

A. Complete fire alarm system drawings shall be issued to the Local Authority Having Jurisdiction for approval prior to the installation of the fire alarm system.

3.2 INSTALLATION

A. Installation of the Fire Alarm System shall be in strict compliance with manufacturers recommendations. The entire system shall be installed in accordance with approved manufacturers manuals and wiring diagrams and as approved by the Local Authority Having Jurisdiction.

B. Fire alarm cable shall be installed in conduit in areas of exposed structure and within inaccessible ceilings. Conduit shall also be provided from outlet boxes within walls stubbed up to accessible ceilings. Provide **end bushings** on conduit stub-ups. Cable only is acceptable in accessible ceilings.

C. All conduit, wiring, outlet boxes, junction boxes, cabinets and similar devices necessary for the complete installation shall be included as part of the system. All junction box blank coverplates shall be labeled with a red “F.A.” for identification purposes.

D. All wiring shall be color coded throughout.

E. The system shall be installed and fully tested under the supervision of trained manufacturer's representatives. The system shall be demonstrated to perform all the functions as specified.

END OF SECTION

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

AI-39673 **Purchasing Department 24. D. 2.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus"

1) "Dickerson Pond" Drainage Improvement Project and real property including establishing of a total fair market value:

_____;

2) "Aguilar Pond" Drainage Improvement Project and real property including establishing of a total fair market value:

_____;

B. Pursuant to Texas Local Government Code, 272.001 (b) acceptance and approval by Hidalgo County Commissioners Court evidenced by an "ORDER" authorizing the sale of certain property (as described in attachments herein) to Hidalgo County Drainage District No.1 for the amount approved as the Fair Market Value.

C. Requesting authority to remove said Property and Drainage Improvements from the Hidalgo County inventory/financial list after finalizing the sale of improvements and property.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

263.151 L.Govt Code

272.001 L. Govt Code

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:17 PM
Budget & Management	Obdett Calzada	07/12/2013 04:33 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Gabriel Navarro Started On: 07/11/2013 03:08 PM

Final Approval Date: 07/12/2013

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE C. ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 272. SALE OR LEASE OF PROPERTY BY MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), (j), or (l), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of

any contrary provision of a home-rule charter. This subsection applies to:

(1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

(2) streets or alleys, owned in fee or used by easement;

(3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

(4) land that the political subdivision wants to have developed by contract with an independent foundation;

(5) a real property interest conveyed to a governmental entity that has the power of eminent domain;

(6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

(7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999.

(c) The land or interests described by Subsections (b)(1) and (2) may be sold to:

(1) abutting property owners in the same subdivision if the land has been subdivided; or

(2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

(d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.

(e) This section does not apply to land in the permanent school fund that is authorized by legislation to be exchanged for other land of at least equal value.

(f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political

AI-39490 **Purchasing Department** **24. E. 1.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

b. Authority to enter into a negotiated professional services contract with Dr. Thomas G. Allen, Ph.D. for the provision as an expert in connection with death penalty prosecution cases.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-080-002-0-831

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

BUDGETARY IMPACT:

Available balance as of 7-12-13 $40,034.42

Attachments

Tx. Loc. Gov. Code 262.024

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/09/2013 06:31 PM
Budget & Management	Obdett Calzada	07/10/2013 08:38 AM
Manuel Chapa	Manuel Chapa	07/12/2013 04:03 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Vangie Garcia Started On: 07/01/2013 11:27 AM

Final Approval Date: 07/12/2013

(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, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 4, eff. June 19, 2009.

Sec. 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(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.
Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 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

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

CONTRACT NO. C-13-228-07-17

THIS AGREEMENT is made effective the 17th day of July, 2013, by and between the **OFFICE OF CRIMINAL DISTRICT ATTORNEY**, an office of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "DA") and **Dr. Thomas G. Allen, PhD** (hereinafter "Contractor" or "Expert") to serve at the pleasure of the DA.

WITHNESSETH:

WHEREAS, DA desires to contract with a person to provide the required services of a consulting and/or testifying expert in connection with the legal representation provided to the State of Texas by DA as more specifically described herein; and

WHEREAS, Contractor has represented that he has the expertise to provide the services required by the DA and has agreed to provide the services enumerated hereinafter for the DA.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, DA and Contractor agree as follows:

SECTION 1. PURPOSE. Contractor agrees to provide to DA reasonable and necessary consulting and/or testifying expert services and assistance to the DA in connection with its legal representation of the State of Texas for the term herein stated.

SECTION 2. CONTRACT PERIOD

2.1 Primary Term. This Contract shall commence effective July 16, 2013, and shall terminate one year or upon the completion of Expert's work described herein, whichever occurs first, unless terminated earlier pursuant to Section 7 of this Contract.

2.2 Optional Term. The DA shall have the right to extend the primary term of this Contract, in any increment of months, for up to twenty-four months. The DA shall provide Expert written notice of its intention to extend the term of the Contract in writing at least thirty (30) days prior to the Contract termination date. The primary term plus the optional extended term(s), if any, shall constitute the "contract period."

SECTION 3. OBLIGATION OF EXPERT

3.1 General Obligations. The Expert shall be considered to have a fiduciary and confidential relationship with the DA in connection with the matters at issue herein. Expert will perform consulting expert and/or testifying expert services as requested by the DA. Expert shall furnish expert examinations, observations, opinions, consultations, analyses, reports, testimony,

and other services upon the request of the DA. Expert shall be available to provide and present such services, in consultation with the DA, at the dates, time and locations as reasonably requested by the DA.

The scope of work may include, without limitation, reviewing information, providing written reports, participating in conferences by telephone or in person with the DA, or the preparation or furnishing of information or material to be shown to or used by any person who may testify as an expert in any such trial or hearing.

3.2 Staff. Unless otherwise specifically provided and agreed, Expert shall personally perform all professional services under this Contract.

3.3 Reports. No written reports shall be generated by the Expert, his or its assistants, employees, agents, or subcontractors without the prior authorization of the DA. All written reports shall be considered 'draft reports' until designated as 'final reports' by the DA. Expert warrants that any and all reports conform to applicable professional and/or industry standards and practices.

All documents and tangible things including, but not limited to, analyses, reports, storage tapes, discs or other media, papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, data, and/or data compilations used, prepared, developed, supplied, commissioned, gathered or generated by the Expert in the performance of its obligations under this Contract, and/or provided by the DA or any other or any other person or entity to the Expert in order that it may perform the services required under this Contract are referred to as "Documents." All Documents that are specially prepared, developed, supplied, commissioned, gathered or generated by the Expert in the performance of its obligations under this Contract are the exclusive property of the DA. All such Documents shall be delivered to the DA by the Expert upon completion or any termination of this Contract. The Expert shall not use, permit, or cause to have such Documents to be used for any purpose other than performance of its obligations under this Contract without the prior written consent of the DA. Documents created or obtained by the Expert prior to his employment by the DA may continue to be used by the Expert as he may see fit. The Expert agrees that any software and related Documents developed under this contract is the exclusive property of the DA, and the Expert hereby assigns any all ownership interest in the same, if any, (including, but not limited to, trade secrets, patents, copyrights, and/or trade marks) to the DA. The DA's exclusive ownership of same survives the termination of this Contract. The DA shall have unrestricted authority to reproduce, distribute and use any Document in whole or in part. No Document produced in whole or in part with the funds provided to the Expert from the DA shall be subject to trade mark, copyright, or patent by the Expert in the United State or any other country.

3.4 Specific Tasks. From time-to-time Expert may be requested to perform specific tasks under this Contract. The desired tasks may be communicated to Expert by the Criminal District Attorney representing the State of Texas through different forms or mediums. Any communication that purports to enlarge the Maximum Liability of the DA or alters any provision of this Contract, other than to define the specific performances and schedule of performances

required of Expert, is considered an amendment and is voidable by the DA unless executed in accordance with the terms of this Contract.

SECTION 4. SCHEDULE FOR PERFORMANCE OF SERVICES BY EXPERT

4.1 Schedule. Time is of the essence in the rendering of services required by this Contract. The DA may require Expert to perform tasks or services according to a date sensitive schedule.

4.2 Starting Tasks. Expert will not be compensated for any time expended or expense incurred before the effective date of this Contract.

SECTION 5. MAXIMUM LIABILITY OF DA AND COUNTY

The parties stipulate and agree that the DA's total liability to Expert, including consideration for the full, satisfactory and timely performance of all its duties, responsibilities and obligations, and for reimbursement of all expenses, if any, as set forth in this Contract or arising out of any performance herein shall not exceed FIFTEEN THOUSAND AND NO/100 ($ 15,000.00) DOLLARS per case identified in the attached Exhibit "A" for the Contract Period. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the DA is voidable by the DA, unless this Contract is amended. The parties further acknowledge and agree that nothing in this agreement will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the DA.

SECTION 6. COMPENSATION

6.1 Payments to Expert. The Expert agrees to abide by the following payment/reimbursement structure and/or schedule:

6.1.1 Compensation for Services/Time. In consideration of full and satisfactory performance of the services hereunder, the DA shall pay Expert for work performed pursuant to this Contract according to the following schedule:

(1) **Hourly Rate.** The hourly rate for expert services performed shall not exceed TWO HUNDRED ($200.00) DOLLARS per hour for evaluating, interviewing, and testing petitioner, or third parties, scientific testing of physical evidence, and testifying in court or at a deposition; ONE HUNDRED AND FIFTY ($150.00) DOLLARS per hour for document review including review or other expert's raw data and reports and preparation for deposition or hearing testimony, including consultation with DA attorneys; ONE HUNDRED ($100.00) DOLLARS per hour for time spent in court listening to the testimony of other experts and witnesses; ONE HUNDRED ($100.00) DOLLARS per hour for time traveling to and from the location where services are to be performed.

(2) **Other:** The hourly rate for other employees of Expert must be approved in writing by the DA before such work is undertaken. In no event shall such hourly rates exceed those amounts set forth in this subsection.

6.12 Reimbursement of Expenses. The DA will reimburse Expert for the reasonable actual expenses necessary for the performance of the services herein with the exception of travel-related expenses such as hotel stays, meals, mileage, etc. For copies made by the Expert, the DA will reimburse the Expert for reasonable actual copying expenses up to $0.10 per page. For facsimile copies sent or received by Expert, the DA will reimburse the Expert for reasonable actual long distance charges. Expert must provide original receipts as evidence of actual expenditures. Such reimbursement shall be claimed on the forms, in the manner, and with the documentation specified by the DA. All other expenses will be invoiced at actual cost. No mark-up will be allowed on reimbursable Contracts, expenses or subcontract expenses.

If the DA provides prior approval, the DA reserves the right to reimburse Expert for expenses that are different in type or amount from those described herein.

6.2 Invoice for Payment. All statements for services and expenses incurred shall be submitted to the DA on a monthly basis. By submission of the statements, Expert is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the services have been performed in compliance with all terms of the Contract; (3) that the amount of each new invoice added together with all previous invoices does not exceed the amount stated in section 5; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and where applicable, such expenses do not exceed the amounts provided for in this Contract, and that all supporting documentation is attached.

Each invoice presented must include: (1) the DA's Contract number; (2) the Expert's federal tax identification number or social security number, as applicable; (3) the name and division of the DA contact; (4) description of the services/expense(s) and the dollar amount attributable to each; (5) the name of the person providing the service and the hourly rate charged by such person; (6) an itemization of hourly charges, broken down in 1/10 of an hour increment; and (7) any Section 6.4 discount Expert elects to offer. The Expert acknowledges that documents generated in the course of consultation may be subject to the Texas Public Information Act or maybe subject to discovery.

Upon the request of the DA, the Expert must submit to the DA any additional documentation or explanation the DA may desire to support or document the requested payment under this Contract.

The invoices must be submitted to:

Office of Hidalgo County Criminal District Attorney
Hidalgo County Courthouse
100 N. Closner, Room 303

Edinburg, Texas 78539
Attn: Roxana Segovia

6.3 Discounts. On each invoice, Expert will identify: (1) the total due and payable; and (2) a discounted amount due and payable, if any, for payments made to Expert sooner than the 30 day time period identified in Section 6.4 for Prompt Payment. The obligation to offer a discount is discretionary with Expert.

6.4 Prompt Payment. Upon acceptance of Expert's performance and receipt of an acceptable invoice required to be submitted under this section, the COUNTY will pay the Expert an amount in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the COUNTY to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, unless the COUNTY decides to take advantage of an offered discount for early payment as described in Section 6.3.

SECTION 7. TERMINATION

7.1 Convenience of the State. The DA reserves the right, in its sole discretion and at its sole option, to terminate this Contract, in whole or in part, without a penalty, by notifying Expert in writing of such termination. Such notification of termination shall state the effective date of such termination and if no effective date is specified, the termination shall be effective upon the date of the notification. In the event of such a termination, Expert shall, unless otherwise mutually agreed upon in writing, immediately cease all services or if an effective date is specified, cease all services on the effective date. The DA shall be liable for payments for all reasonable and necessary services performed to the effective date or termination, and any services agreed by the DA to be reasonable and necessary to cost effectively wind up the services.

7.2 Cause/Default. In the event that Expert fails to provide the agreed upon services according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the DA may upon written notice of default to Expert, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

7.3 Rights Upon Termination or Expiration. Upon expiration or termination of this Contract for any reason, all Documents shall remain the property of the DA, and shall be delivered to the DA within three (3) business days after expiration or termination of this Contract. The DA is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the DA, in any manner the DA deems appropriate in its sole discretion, any component of the Documents, work product or other deliverables made the subject of this Contract. Upon the termination, completion or expiration of this Contract, exclusive ownership of all Documents, work products produced or other deliverables in connection with this Contract shall remain solely vested in the DA.

7.4 Remedies. Notwithstanding any exercise by the DA of its rights of early termination pursuant to this section, Expert shall not be relieved of any liability to the DA for damages due to the DA by virtue of any breach of this Contract by Expert or for amounts otherwise due the DA by Expert.

SECTION 8. CERTIFICATIONS OF EXPERT

By agreeing to and signing this Contract, Expert hereby makes the following certifications and warranties:

8.1 Expert License. Expert certifies that each person assigned by it and/or by each work order under this Contract holds an appropriate professional designation or license and that each of the professional staff is in good standing under the laws of the State of Texas, or other relevant States, or with the professional association, as appropriate. Expert agrees that is will notify the DA in writing within one (1) business day of any lapse in any member's license d or professional status.

8.2 Previous Employment with the Office of Hidalgo County Criminal District Attorney. Expert certifies that none of the people who will perform the services under this Contract have been employed by the DA within the previous twelve (12) months.

8.3 Conflict of Interest. Expert certifies that neither it nor the personnel or entities employed in rendering services under this Contract have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Expert's obligations under this Contract.

8.4 Gifts to Public Servant. Expert warrants that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Contract.

8.5 Corporate Franchise Tax. By signing this Contract, Expert certifies that its Texas franchise tax payments are current or that it is exempt from, or not subject to, such tax.

8.6 No Claims. Expert certifies that Expert does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

8.7 Debt to State. Expert acknowledges and agrees that, to the extent Expert owes any debt or delinquent taxes to the State of Texas, any payment's Expert is owed under this Contract will be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Expert owes the State of Texas until the debt or delinquent taxes are paid in full.

8.8 Buy Texas. With respect to all services, if any, purchased pursuant to this Contract. Expert represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

SECTION 9. GENERAL TERMS AND CONDITIONS

9.1 Independent Contractor/Indemnification. Expert agrees and acknowledges that during the existence of this Contract, it acts as a consulting expert or testifying expert witness to the DA in connection with legal representation in the lawsuit, that Expert is furnishing services in the capacity of an independent contractor and that Expert is not an employee of the DA or the State of Texas.

9.1.1 EXPERT WILL BE SOLELY AND ENTIRELY RESPONSIBLE FOR ITS ACTS AND THE ACTS OF ITS AGENTS, EMPLOYEES, AND REPRESENTATIVES DURING THE PERFORMANCE OF THIS CONTRACT. EXPERT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DA, THE STATE OF TEXAS, THE COUNTY OF HIDALGO, TEXAS AND/OR THEIR ASSIGNESS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, WHICH ARISE FROM OR ARE OCCASIONED BY THE NEGLIGNCE, MISCONDUCT, OR WRONGFUL ACT OR OMISSION OF EXPERT, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT, REGARDLESS OF THE NEGLIGENCE OF THE DA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES.

9.1.2 Expert agrees and acknowledges that during the existence of this Contract, Expert shall be entirely responsible for the liability and payment of Expert's, Expert's employees' or Expert's assistants' taxes of whatever kind, arising out of the performances in this Contract. Expert agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Other than the payments as described in Section 6 of this Contract, Expert agrees and acknowledges that Expert or Expert's employees or Expert's assistants shall not be entitled to any state benefit. The DA shall not be liable to the Expert, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee. **EXPERT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DA, THE STATE OF TEXAS, COUNTY OF HIDALGO, TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY EXPERT, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT.**

9.1.3 IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF THE DA DUE TO THE NEGILGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE EXPERT, ITS EMPLOYEES, AGENTS REPRESENTATIVES, OR SUBCONTRACTORS, THE EXPERT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE DA'S SOLE ELECTION. Such cost shall be determined by the DA and shall be due and payable by the Expert within ninety (90) calendar days after the date of the Expert's receipt from the DA of a written notice of the amount due.

9.2 Subcontracting. In the event that the Expert should determine that it is necessary or expedient to subcontract for any of the performance herein, the Expert shall submit a copy of the proposed subcontract to the DA and shall obtain the written approval from the DA before subcontracting the subject performances. The Expert, in subcontracting for any performances specified herein, expressly understands and agrees that the DA shall not be liable in any manner to the Expert's subcontractor(s).

In no event shall this section or any other provision of this Contract be construed as relieving the Expert of the responsibility for ensuring that all performances rendered under this Contract, and any subcontracts thereto, are rendered in compliance with all of the terms of this Contract.

9.3 Assistants. The Expert agrees that any person hired or engaged by the Expert and who assists in performing the services agreed to herein shall not be considered employees or agents of the DA. Expert shall be responsible for any payments and other claims due such persons. Further, the Expert agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The DA shall not be liable to the Expert, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation.

9.4 Assignment. Expert may not assign this Contract or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any third party or entity, without the prior written consent of the DA. Any attempted assignment without the DA's prior written consent is void. The initiation of bankruptcy proceeding by or on behalf of Expert and/or any involuntarily assignment or other assignment by operation of law shall result in the automatic termination of this Contract.

9.5 Confidentiality of Information and Records. During the term of this Contract, as well as thereafter, Expert agrees that all information, Documents, and communications between Expert and the DA shall be confidential and privileged and shall be protected from disclosure to any third-party. All information, Documents, and communications, in whatever form, provided to Expert by the DA pursuant to this Contract shall not be used for any purpose other than providing services within the scope of this Contract and shall not be disclosed to any third-party for any purpose unless the disclosure is required by law, or the DA expressly consents in writing, in advance to each disclosure. Expert agrees it will not use any such information, Documents, and communications to the detriment of the DA or any officer or agency of the State of Texas.

9.5.1 Disclosure. From time to time and on the request of the DA, Expert shall execute written non-disclosure and business associates agreements, as deemed necessary by the DA, to strictly comply with any applicable laws, regulations, and protective orders. In the event that Expert receives any request for information, Documents, or communications provided by the DA, including but not limited to subpoena, court order, search warrant, or other compulsory process, Expert shall immediately notify the DA and cooperate fully with the DA with regard to such request, including performing such acts to protect any attorney-client privilege, attorney work product privilege, and other privilege or protection. In the event that Expert discloses such information, Documents, and communications, Expert shall provide a legible copy of all information so disclosed to the DA. Expert shall comply with all applicable federal and state confidentiality, privacy, and information security laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act, as amended (HIPAA), and not act or fail to act in a manner that would cause, directly or indirectly, the DA or one of DA's Clients to not be in compliance with applicable law.

Expert agrees to mitigate, to the extent practicable, any harmful effect known to Expert of a use or disclosure of any information provided to it by the DA by Expert in violation of this Contract.

9.5.2 HIPAA. In the event that information, Documents, communications include Protected Health Information (PHI) as that term is understood within the context of HIPPA, then at all times, whether or not a protective order has been entered in the litigation, Expert shall use appropriate administrative, physical, and technical safeguards as required in the HIPAA final security rule at a minimum to protect the confidentiality, integrity, and availability of the PHI and to prevent its unauthorized use or disclosure. Expert may only use PHI in providing services within the scope of this contract, provided that such use would not violate HIPAA. Expert shall not disclose PHI to any third party for any purpose unless the disclosure is required by law, or the DA expressly consents in advance to reach disclosure. Expert will immediately report to the DA any use or disclosure of PHI not authorized by this contract of which Expert becomes aware, including any security incident, as that term is defined by HIPAA, or breach of confidentiality of any PHI. Expert will ensure that Expert's employees and agents agree in writing to the restrictions and conditions that apply to Expert with respect to the handling and safeguarding such of PHI (including the restrictions on further disclosure) and agree in writing to implement reasonable and appropriate safeguards to protect PHI. Expert will maintain records, sufficient to allow the DA and DA clients to comply with their respective obligations relating to accountings of disclosures, of all disclosures of PHI to third parties for at least six (6) years from the time of any disclosure. Copies and access to such records shall be provided to the DA and DA client, on request, in the manner and time frame reasonably requested. Expert will make Expert's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services, Office of the State Auditor, the DA, and DA clients for purposes of determining compliance with HIPAA and/or Expert's compliance with Expert's contractual obligations, as the DA or DA clients may instruct, subject to any attorney client or attorney work product privilege or other protection. Upon termination of this contract Expert shall, at the direction of the DA, return to the DA or destroy all PHI that Expert received from the DA. Expert shall retain no copies of such PHI. If return or destruction is not feasible, Expert shall continue the protections of this contract to such PHI, and limit further

use and disclosure of the PHI to those purposes that make the return or destruction of the PHI unfeasible.

9.5.3 Personal Identifying Information. Personal Identity Information. This subsection is applicable to information, Documents, and communications which constitute "personal identifying information," "sensitive personal information," "victim," "driver's licenses," "social security numbers," "identifying financial information," "biometric identifiers," "use of crime victim or motor vehicle accident information," "use of zip code to verify customer's identity," "financial information," "unique electronic identification number, address, or routing code" and "access device" (referred to collectively herein as "Personal Identity Information") as those terms are understood or defined in TEX. BUS. & COMM. CODE Sec. 72.001(2), TEX. BUS. & COMM. CODE Chapter 501, TEX. BUS. & COMM. CODE Chapter 505, TEX. BUS. & COMM. CODE Chapter 521 and/or TEX. GOV'T CODE Sec. 552.136, In the event of an unauthorized disclosure by Expert of Personal Identity Information, Expert shall immediately notify the DA in writing of such disclosure.

9.6 Record Retention. Unless otherwise directed by the DA, Expert shall retain all Documents relating to this Contract. Upon the request of the DA, Expert shall allow representatives of the DA to review and/or audit said Documents at all reasonable times. After the expiration of this Contract, Expert shall return Documents to the DA as required by Section 7.3.

9.7 Survival. The obligations of Expert survive the expiration or termination of this Contract.

9.8 Intellectual Property. THE EXPERT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE DA, THE STATE OF TEXAS, THE COUNTY OF HIDALGO, TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES AGAINST ANY CLAIM OF COPYRIGHT, TRADEMARK OR PATENT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT ARIASING IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OR EXPERT PURSUANT TO THIS CONTRACT. THE EXPERT SHALL BE LIABLE TO PAY ALL COSTS, DAMAGES, AND ATTORNEYS' FEES INCURRED BY THE DA RESULTING FROM SUCH CLAIMS INCLUDING ANY CLAIM FOR THE INFRINGEMENT OF ANY UNITED STATES OR INTERNATIONALLY PROTECTED PATENTS OR COPYRIGHTS ARISING FROM THE USE BY THE EXPERT OR THE DA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACOTRS, ASSIGNEES, AND/OR DESIGNEES OF ANY EQUIPMENT, MATERIALS, INFORMTION, OR IDEAS EMPLOYED OR FURNISHED BY THE EXPERT IN CONNECTION WITH THE PERFORANCES CALLED FOR IN THIS CONTRACT. The Expert and the DA agree to furnish timely written notice to each other of any such claim.

9.9 Media Releases or Pronouncements. The Expert understands that the DA does not endorse any vendor, commodity good, or service. The Expert, its employees, representatives, subcontractors or other agents may not issue any media release, advertisement, publication, or

public pronouncement which pertains to this Contract or the services or project to which this Contract relates or which mentions the DA without the prior written approval of the DA.

9.10 Written Notice Delivery

9.10.1 Any notice required or permitted to be given under this Contract by the DA to the Expert shall be in writing and shall be deemed to have been given immediately if delivered by fax, e-mail, or in person to the Expert as set forth in this section. Any notice required or permitted to be given under this Contract by certified mail return receipt requested shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section.

9.10.2 Expert's Mailing Address. The mailing address of the Expert for all purposes under this Contract and for all notices hereunder shall be:

Thomas G. Allen, Ph.D.
19479 County Rd. 1321
Flint, TX 75762

9.10.3 DA's Address. The address of the DA for all purposes under this Contract and for all notices hereunder shall be sent by registered or certified mail with return receipt to:

Office of Hidalgo County Criminal District Attorney
Hidalgo County Courthouse
100 N. Closner, Room 303
Edinburg, Texas 78539

9.11 Immunity. The Parties stipulate and agree that no provision of, or any part of the Contract between the DA and Expert shall be construed as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas and or the 11th Amendment to the United States Constitution. Nothing in this Contract should be construed to abrogate any rights, privileges or affirmative defenses available to the DA under the doctrines of sovereign and official immunity.

9.12 Taxes. This Contract shall not be construed so as to supersede the Laws of the United States or the State of Texas which accord the State of Texas, the DA, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. More specifically the DA shall not directly or indirectly be liable for taxes of whatever kind. More specifically the DA shall not directly or indirectly be liable for taxes of whatever kind. To the extent allowed by law, the DA may provide upon the request of Expert all applicable tax exemption documentation or information.

9.13 Signatories. Having agreed to the terms herein, Expert hereby represents and warrants that it has authority to enter into this Contract. The parties agree that the Hidalgo County

Criminal District Attorney or his designee is signing this Contract is acting in his/her official capacity.

9.14 Applicable Law and Venue. This Contract is made and entered into in the State of Texas, and this Contract and all disputes arising out of or relating to the Contract and/or the work Orders shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Expert agrees that the DA and/or the State do not waive any immunity (including, without limitation, sovereign immunity). Expert further agrees that any properly allowed litigation arising out of or in any way relating to this Contract and/or any Work Order shall be commenced exclusively in the state district courts of Hidalgo County, Texas. Expert thus hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the state district courts of Hidalgo County, Texas for the purpose or prosecuting and/or defending such litigation. Expert hereby waives and agrees not to assert: (a) that Expert is not personally subject to the jurisdiction of the state district courts of Hidalgo County, Texas, (b) that the suit, action or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action or proceeding is improper, or (d) any other challenge or jurisdiction or venue.

9.15 Amendments. This Contract may be amended only upon written agreement signed by all parties to this Contract.

9.16 Severability/Interpretation. The fact that a particular provision is held under any applicable law to be void or unenforceable will in no way affect the validity of other provisions and the Contract will continue to be binding on bother parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Contract.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPE COUNTERPARTS.

Office of Hidalgo County Criminal District Attorney	Contractor/Expert
_____	_____
Hidalgo County Criminal District Attorney or his designee	Thomas G. Allen, Ph.D. Psychologist (address) Voice: Fax: Email:
Date: _____	Tax I.D.:

Date:_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2013

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: Trust Risk Management Services, Inc	
Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Cirle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: Info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED Thomas Allen 19479 County Road 1321 Flint, TX 75762-6428	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/YYY)	POLICY EXP (MM/DD/YYY)	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:						PRODUCTS–COMP/OP AGG	$
	☐ 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)	$
								$
	☐ 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	Psychologist's Professional Liability			68G22779448	03/02/2013	03/02/2014	Each incident Annual aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

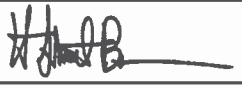
CERTIFICATE HOLDER

Hidalgo County, Texas

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



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Allstate Fire and Casualty Insurance Company

Policy Number : 9 38 565027 07/20 **Your Agent: Sharie Withers Agcy (903) 561-2112**
Policy Effective Date: July 20, 2013

COVERAGE FOR VEHICLE # 1

2008 Jaguar Vanden Plas

COVERAGE	LIMITS		DEDUCTIBLE	PREMIUM
Liability Coverage				
• Bodily Injury	$100,000 $300,000	each person each occurrence	Not Applicable	$52.35
• Property Damage	$50,000	each occurrence	Not Applicable	$58.34
Personal Injury Protection Coverage	$2,500	each person	Not Applicable	$17.27
Uninsured/Underinsured Motorists Coverage				$102.33
• Bodily Injury	$100,000 $300,000	each person each accident	Not Applicable	
• Property Damage	$50,000	each accident	$250	
Auto Collision Insurance (Safe Driving Deductible Reward - deductible reduction amount available is $500)	Actual Cash Value		$500	$307.69
Auto Comprehensive Insurance	Actual Cash Value		$500	$184.26
Rental Reimbursement Coverage	up to $30 per day to a maximum of $900		Not Applicable	$25.35
Total Premium for 08 Jaguar Vanden Plas				**$747.59**

DISCOUNTS

Your premium for this vehicle reflects the following discounts:

Anti-theft
Antilock Brakes
Preferred Package
Passive Restraint
Premier Plus
Multiple Policy
Good Payer

RATING INFORMATION

This vehicle is driven a maximum of 7,500 miles per year, for pleasure, unmarried driver age 65, good driver rate

AI-39579 **Purchasing Department** **24. F. 1.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting modification request approval to Decrease PO #692410 in the amount of $30,929.21 from Herrera & Hunt, Inc. for Hidalgo County "Concrete Work & Water Line Improvements", proposed deduction will delete the installation of the Fire Line FDC to the Pct. #1 Constable Building as reviewed and approved by project engineer, Mr. Raul Sesin, P.E. (Project No. 2013-032-01-16).

BACKGROUND

Proposed deduction will appropriate funding for current contractor Holchemont to complete installation of FDC Fire Line for final testing and approval from the City of Weslaco for proposed Pct. #1 Constable Bldg.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-421-00-220-042-0-739

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

BUDGETARY IMPACT:

Decrease to PO #(692410) $44,378.02 - $30,929.21 (Deduction due to Modification) = $13,448.81 for installation of water lines by Herrera & Hunt.

Attachments

Modification Request Constable Pct 1 Bldg -PO Deduction -Herrera and Hunt

Herrera & Hunt - Original PO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:07 PM
Budget & Management	Obdett Calzada	07/12/2013 04:32 PM
Glinda Pacheco	Glinda Pacheco	07/12/2013 05:07 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Moises Salazar Started On: 07/08/2013

Final Approval Date: 07/12/2013

HIDALGO COUNTY
PURCHASING

MODIFICATION REQUEST

DEPARTMENT: HIDALGO COUNTY CONSTABLE PRCT. NO. 1 Attention: Raul Sesin, P. E. on behalf of, Celestino Avila Jr., Constable Precinct 1 1902 Joe Stephens Ave., Ste 303 Weslaco , TX 78596	DATE: June 27, 2013 **MODIFICATION NO. 1** PO No. 692410
CONTRACTOR/FIRM Herrera and Hunt, Inc. P. O. Box 49 Alamo, TX 78516 Phone #: 956-330-5566	PROJECT NAME: Hidalgo County "Concrete Work and Water Line Improvements to Constable Pct. 1 Building"
You are hereby requested to comply with attached changes from the Contract/PO plans and specifications	

	Final Quantitative Adjustments		Quantitative Deletion
X	Contract/PO Amount Change		Time Extension

Reasons:

Change to comply to User Department original request

Purchase Order No. 692410 -Amount prior to Modification	$44,378.02
Net Amount of this Modification	-$30,929.21
Purchase Order Amount with Modification	$13,448.81

Increase/Decrease in time 0 days.

PE 06/27/13
RAUL SESIN, P.E., PROJECT ENGINEER DATE

6/28/13
CONTRACTOR DATE

ATTEST

RAMON GARCIA, COUNTY JUDGE DATE

ARTURO GUAJARDO JR., COUNTY CLERK DATE

HIDALGO COUNTY
PURCHASING

MODIFICATION REQUEST

WATERLINE IMPROVEMENTS PROPOSAL LINE ITEMS						
Item No.	**Estimated Quantity**	**Unit**	**Item Description**	**Unit Proposal Price In Words**	**Unit Price In Figures**	**Total Extension In Figures**
1	133	LF	6" Water Line (DR-25)	*Dollars* *Cents*	61.76	8,214.08
2	150	LF	2" PVC (Water Service)		15.30	2.295.50
3	3	EA	12"x6" Tapping Sleeve (Tie-In)	*Dollars* *Cents*	Delete	Delete
4	1	EA	6" Gate Valve (R/S)	*Dollars* *Cents*	Delete	Delete
5	1	EA	6" Double Back Flow Preventer	*Dollars* *Cents*	Delete	Delete
6	1	EA	Fire Hydrant (Complete)	*Dollars* *Cents*	2,184.01	2,184.01
7	188	LF	4" Water Line (DR-25) Dry Fire Line	*Dollars* *Cents*	Delete	Delete
8	1	EA	Fire Department Connection (FDC). Including Knox Caps	*Dollars* *Cents*	Delete	Delete
9	6	EA	4" Bollards (FH & FDC Protection)	*Dollars* *Cents*	125.87	755.22

Water Line Improvements Proposal Price In Words		Total In Figures
	Dollars	$13,448.81
	Cents	

HIDALGO COUNTY
PURCHASING

MODIFICATION REQUEST

(FOR PURCHASING DEPARTMENT USE ONLY)

[ ]	Scope Increase	[ ]	Quantitative Addition/Deletion
[X]	Scope Decrease	[ ]	Final Quantitative Adjustment
[ ]		[ ]	Other
[ ]			

[X] **Approved** [ ] **Disapproved**

Purchase Order

COUNTY OF HIDALGO

PO#: 692410

DATE: 05/14/13

Needed 04-09-13

VENDOR: 347868 REQ:00234657
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: JOC-09-040JC-07

Special Instructions:
BOOK REQ #43

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 APPROVED THRU C.C. ON 03/26/2013 JOC-09-040JC-07		
3.02	EACH	CO 013113200020 - FIELD PERSONNEL, CLERK, AVERAGE	550.00	1,661.00
2	EACH	CO 013113200160 - FIELD PERSONNEL, GENERAL PURPOSE LABORER, EVERAGE	1,825.00	3,650.00
2.99	DAY	CO 015433200400 - RENT BACKHOE-LOADER 40 TO 45 HP 5/8 CY CAPACITY, INCL. HOURLY OPER. COST	379.60	1,135.00
1	EACH	CO 221119421230 - BACKFLOW PREVENTER, DOUBLE CHECK PRINCIPLE, CORROSION RESISTANT, AUTOMATIC OPERATION, GATE VALVES, FLANGED, 6" PIPE SIZE, INCLUDES VALVES AND FOUR TEST COCKS	4,309.56	4,309.56
150.01	FT	CO 331113254120 - WATER SUPPLY DISTRIBUTION PIPING, POLYVINYL CHLORIDE PRESSURE PIPE, 2" ASTM D2241, CLASS 200, SDR 21, INCLUDES TRENCHING TO 3' DEEP	19.89	2,983.70
188	FT	CO 331113254150 - WATER SUPPLY DISTRIBUTION PIPING, POLYVINYL CHLORIDE PRESSURE PIPE, 4" ASTM D2241, CLASS 200, SDR 21, INCLUDES TRENCHING TO 3' DEEP	30.60	5,752.80
380	FT	CO 331113254160 - WATER SUPPLY DISTRIBUTION PIPING, POLYVINYL CHLORIDE PRESSURE PIPE, 6" ASTM D2241, CLASS 200, SDR 21, INCLUDES TRENCHING TO 3' DEEP	39.46	14,994.80
6	EACH	CO 331113258006 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, 90 DEGREE, 4" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	54.84	329.04
3	EACH	CO 331113258020 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, 90 DEGREE, 6" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	85.90	257.70

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 692410

DATE: 05/14/13

Needed 04-09-13

VENDOR: 347868 REQ:00234657
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: JOC-09-040JC-07

Special Instructions:
BOOK REQ #43

VENDOR NOTES

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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
5	EACH	CO 331113258200 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, BEND 45 DEGREE, 4" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	46.88	234.40
5	EACH	CO 331113258220 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, BEND 45 DEGREE, 6" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	85.90	429.50
3	EACH	CO 331113258500 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, REPAIR COUPLING 4" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	30.53	91.59
4	EACH	CO 331113258520 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, REPAIR COUPLING 6" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	44.80	179.20
1	EACH	CO 331113258600 - WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, PLUG END, 4" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	26.99	26.99
2	EACH	CO 331113258620 -WATER SUPPLY DISTRIBUTION PIPING, FITTING W/RUBBER GASKET, POLYVINYL CHLORIDE, PLUG END, 6" DIAMETER, CLASS 150, DR 18, EXCLUDES EXCAVATION OR BACKFILL	45.24	90.48
3	EACH	CO 331213157140 - WATER SERVICE CONNECTION, TAPPING CROSSES WITH RUBBER GASKETS, 12"X6", EXCLUDES EVACUATION AND BACKFILL	2,361.93	7,085.79
1	EACH	CO 331216103140 - WATER UTILITY DISTRIBUTION VALVES, BUTTERFLY VALVES WITH BOXES, CAST IRON, MECHANICAL JOINT, 6" DIAMETER, INCLUDES VALVE BOX AND MECHANICAL JOINTS, EXCLUDES EVACUATION AND BACKFILL	1,036.48	1,036.48
2	EACH	CO 331216103714 - WATER UTILITY DISTRIBUTION VALVES, CHECK VALVES, FLANGED CAST IRON, 6" DIAMETER, INCLUDES BOLTS AND GASKETS	1,345.88	2,691.76
1	EACH	CO 331216103810 - WATER UTILITY DISTRIBUTION VALVES, GATE VALVES, CAST IRON, MECHANICAL JOINT, WITH BOXES, 250 PSI,	563.54	563.54

Authorized by: Martha L. Salazar mls

Purchase Order

COUNTY OF HIDALGO

PO#: 692410

DATE: 05/14/13

Needed 04-09-13

VENDOR: 347868 REQ:00234657
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: JOC-09-040JC-07

Special Instructions:
BOOK REQ #43

VENDOR NOTES

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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
		4" DIAMETER, INCLUDES VALVE BOX AND MECHANICAL JOINT, EXCLUDES EXCAVATION AND BACKFILL		
1	EACH	CO 331216103814 - WATER UTILITY DISTRIBUTION VALVES, GATE VALVES, CAST IRON, MECHANICAL JOINT, WITH BOXES, 250 PSI, 6" DIAMETER, INCLUDES VALVE BOX AND MECHANICAL JOINT, EXCLUDES EXCAVATION AND BACKFILL	766.86	766.86
1	EACH	CO 331216209400 - WATER UTILITY DISTRIBUTION VALVES, CHECK VALVES, RUBBER DISC, WITH RUBBER GASKETS, 2-1/2" DIAMETER, EXCLUDES EXCAVATION AND BACKFILL	872.94	872.94
1	EACH	CO 331219101200 - WATER UTILITY DISTRIBUTION FIRE HYDRANTS, TWO WAY, 4'6" DEPTH, 4-1/2" VALVE, INCLUDES MECHANICAL JOINTS, EXCLUDES EXCAVATION AND BACKFILL	1,872.91	1,872.91
1	EACH	REDUCTION PER NEGOCIATIONS	-5.93	-5.93
1	EACH	COMPETITIVE BID COEFFICIENT CHOICE FACILITIES	-6,632.085	-6,632.09
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		44,378.02
		********** For Hidalgo County use only **********		
		3-1342-421-00-220-042-0-739 44,378.02		
		Approved		

Authorized by: Martha L. Salazar mls

AI-39699 **Purchasing Department 24. F. 2.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to increase original PO#680750 for Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #003 in the amount of $28,430.33 for change request as outlined in the Summary Of Change Order No. 3 to include but not limited to installation of Fire Line (FDC), installation of braceings to front porch and tile, for the continuation of construction at Pct. #1 Constable Building; and, in addition;

B. Clarification of Betterment Allowance entry on previous request of AIA Document G701-2001 Change Order #002 erroneously reflected $3,313.89 and has been changed to $3,013.89 which is the corrected amount.

BACKGROUND

Proposed Change Order will have no fiscal impact, refer to AI-39579 for decrease of SOW in the amount of $30,929.21 to H&H for proposed Fire Line installation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1342-421-00-220-042-0-XXX

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

BUDGETARY IMPACT:

NO FISCAL IMPACT; funding to be appropriated from AI-39579 for proposed CO #3 after P.O. (#692410) liquidation has been complete. Transfer of funding to be appropriated by DBM as per Mr. Sergio Cruz.

Attachments

CO #3 backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/12/2013 04:24 PM
Budget & Management	Obdett Calzada	07/12/2013 04:35 PM
Merlen P. Munoz	Merlen P. Munoz	07/12/2013 05:46 PM
Auditor's Office	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Oscar Garza Started On: 07/12/2013 03:02 PM

Final Approval Date: 07/12/2013

AIA® Document G701™ – 2001

Change Order

RECEIVED
By Oscar Garza at 1:35 pm, Jul 10, 2013

PROJECT: *(Name and address)*
Pct 1 Constable Building
Weslaco, Texas

CHANGE ORDER NUMBER: 003

DATE: July 01, 2013

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

TO CONTRACTOR: *(Name and address)*
Holchemont, LTD
900 N Main Street
McAllen, Texas 78501

CONTRACT DATE: July 24, 2012

CONTRACT FOR: General Construction

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

SEE ATTACHED SUMMARY OF CHANGE ORDER NO. 003

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	47,697.86
The (Contract Sum) prior to this Change Order was	$	771,697.86
The (Contract Sum) will be (increased) (by this Change Order in the amount of	$	28,430.33
The new (Contract Sum) , including this Change Order, will be	$	800,128.19

The Contract Time will be (increased) by TWENTY SEVEN (27) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is extended.

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Alcocer Garcia Associates, Inc. *(Firm name)*	Holchemont, LTD *(Firm name)*	County of Hidalgo, Texas *(Firm name)*
1333 E. Jasmine McAllen, Texas 78501 ADDRESS	900 N. Main Street McAllen, Texas 78501 ADDRESS	2802 S. Business Hwy 281 Edinburg, Texas 78539 ADDRESS
George A Garcia BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
7-5-13 DATE	09 JUL 13 DATE	DATE

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SUMMARY OF CHANGE ORDER NO.3

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Extend fire LIne and FDC..... $ 23,331.00
2. Install additional ceramic tile at Restrooms 102, 103, 113,116, & 134 .... 686.35
3. Install bracing and front entry porch..... 10,226.87

Total cost..... $ 34,244.22
Less total of Allowances amounts applied by his Change Order..... 5,813.89
Increase in Construction Contract by this Change Order..... $ 28,430.33

Attachments:
Item 1. Contractor's Cost Proposal / quantities..... 2 pages
Item 2. Contractor's Cost Proposal & drawing..... 2 pages
Item 3. Contractor's Cost Proposal, engineer's drawings and architect's letter...8 pages

Balances of Allowances in Construction Contract:
Betterment Allowance.....$ 3,013.89 ********
Water Line Extension Allowance..... 2,800.00
Total..... $ 5,813.89

******** This amount is hereby corrected. It was erroneously shown on Change Order 2 as $ 3,313.89 for the balance of the Betterment Allowance after Change Order No. 2.

This Change Order applies the following Allowance amounts to the cost of above changes as follows:
Reduce Betterment Allowance by.....$ 3,013.89
Reduce Water Line Extension Allowance by.. 2,800.00
Total Reduction in Allowances.... $ 5,813.89

Allowances Balances after this Change Order:
Betterment Allowance.....$ 0.00
Water Line Extension Allowance.....$ 0.00

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 7
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 007 Extend Fire Line and FDC

We are pleased to offer the following specifications and pricing to make the following changes:

1. Backflow Preventer Material

   $5,250.00

2. Underground Fire Line Pipe

   $2,250.00

3. Knox: Caps for FDC & Box

   $750.00

4. Tapping Sleeve, Valve, and Box

   $1,500.00

5. Back Hoe, Fuel, etc.

   $1,600.00

6. Hydrostatic Test

   $1,750.00

7. Backflow Certification

   $500.00

8. Engineering

   $1,000.00

9. Fire Marshal Review and Fees

   $300.00

10. ISO Review and Fees

    $400.00

11. Labor

    $4,900

11. P & PB

    $505.00

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

12. GC OH & P

$2,020.00

13. General Conditions

$606.00

The total amount to provide this work is $23,331.00

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 13
Date: 6/11/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Additional RR Tile

We are pleased to offer the following specifications and pricing to make the following changes:

Additional 73 sf 4x4 wall tile @ RR 102, 103, 113, 116 & 134
Interceramic IC Brites Almond wall field tile
Interceramic IC Brites Taupe accent wall tile & base

The total amount to provide this work is $686.35

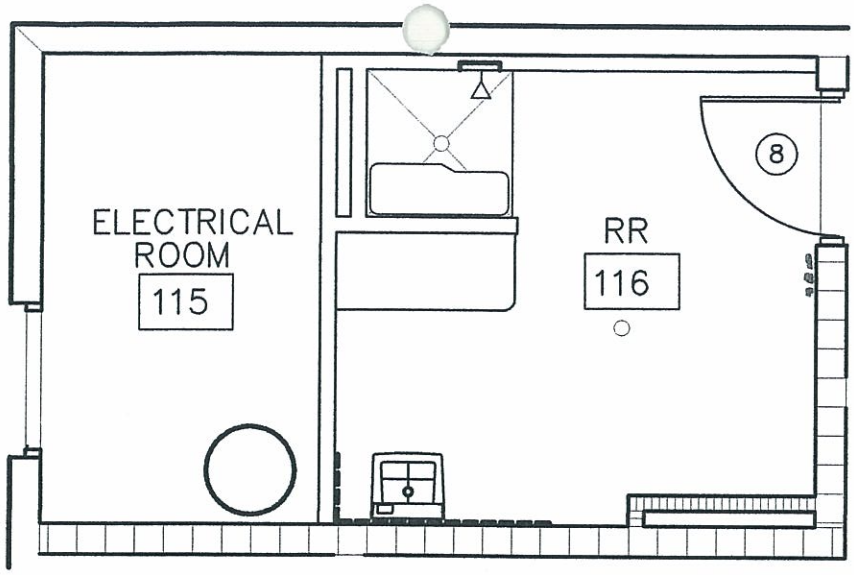
Please note that Holchemont, Ltd. will require an extra 3 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

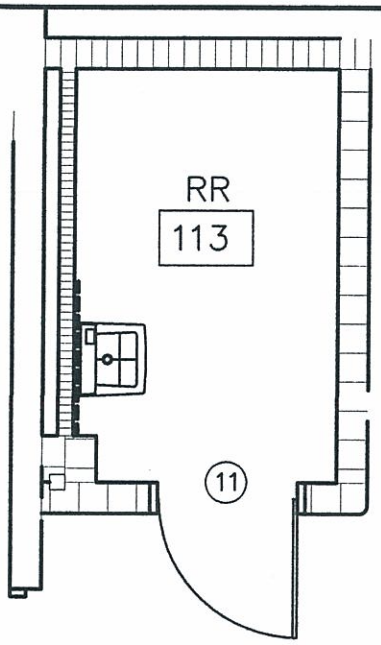
Cc:

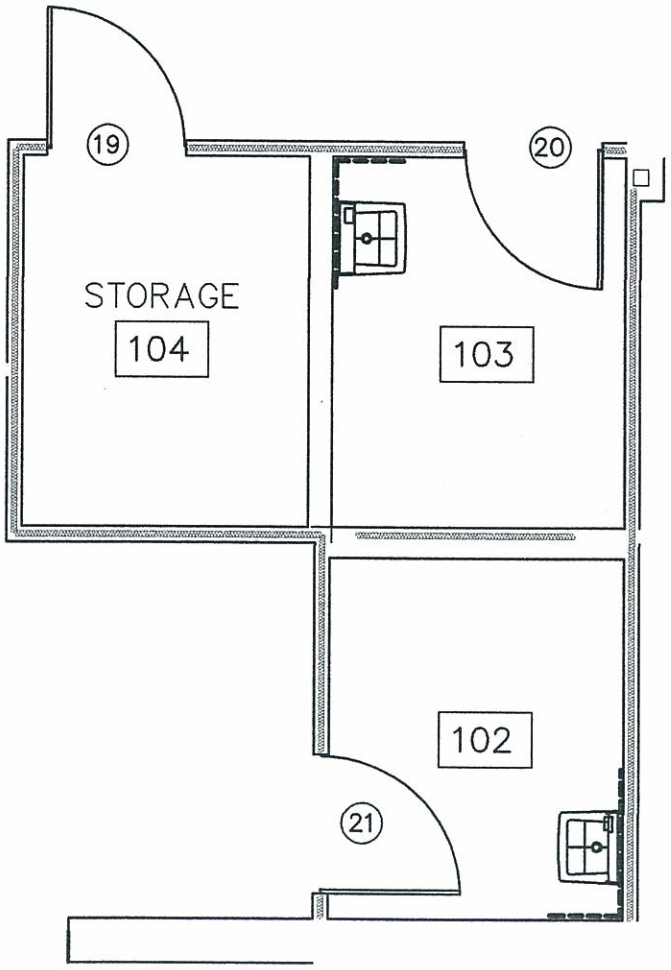


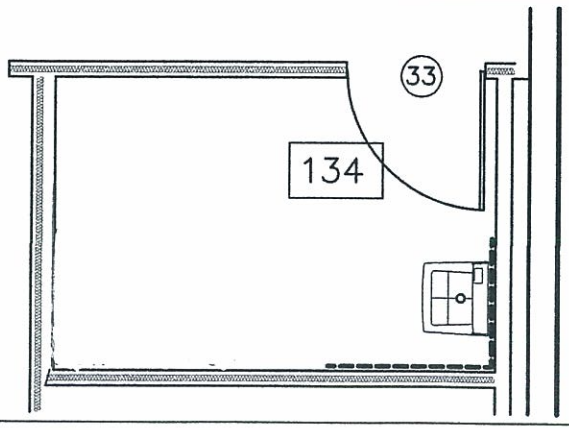
REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS
6-6-13

LIC. EXPIRATION DATE: 8-31-13'

---- INDICATES ADDITIONAL TILE TO HEIGHT OF EXISTING.







CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

EXTRA CERAMIC WALL TILE LOCATIONS

PART OF CHANGE ORDER NO. 3

Alcócer García Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

JUNE 6, 2013

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 12
Date: 5/14/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Structural Changes to front Porch

We are pleased to offer the following specifications and pricing to make the following changes:

Changes based on drawing provided by Hinijosa Engineering.

Demolition/Rubbish Removal
Materials
Labor

General Conditions
Payment & Performance Bonds

GC Fee

The total amount to provide this work is $10,226.87

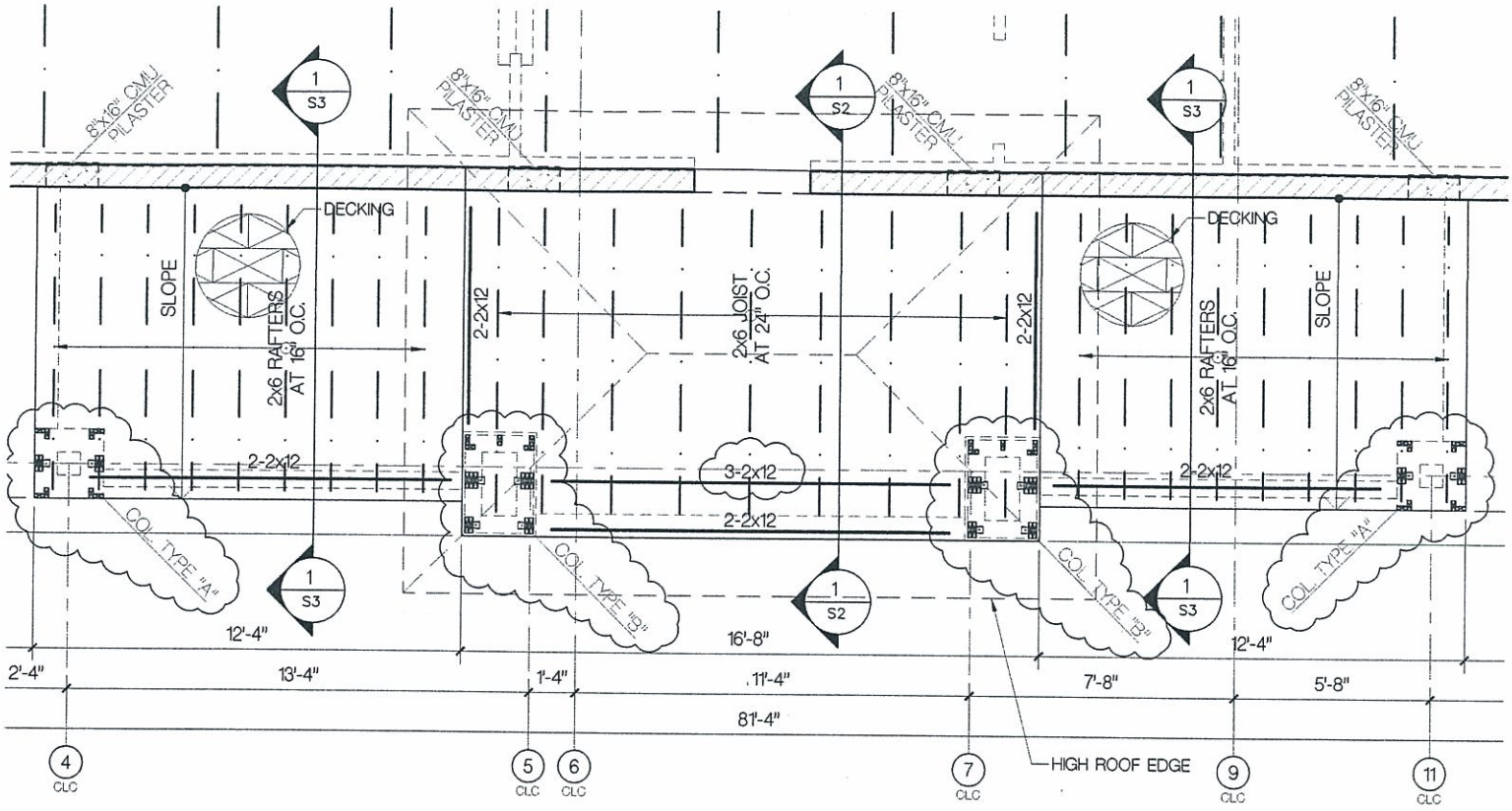
Please note that Holchemont, Ltd. will require an extra +10.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

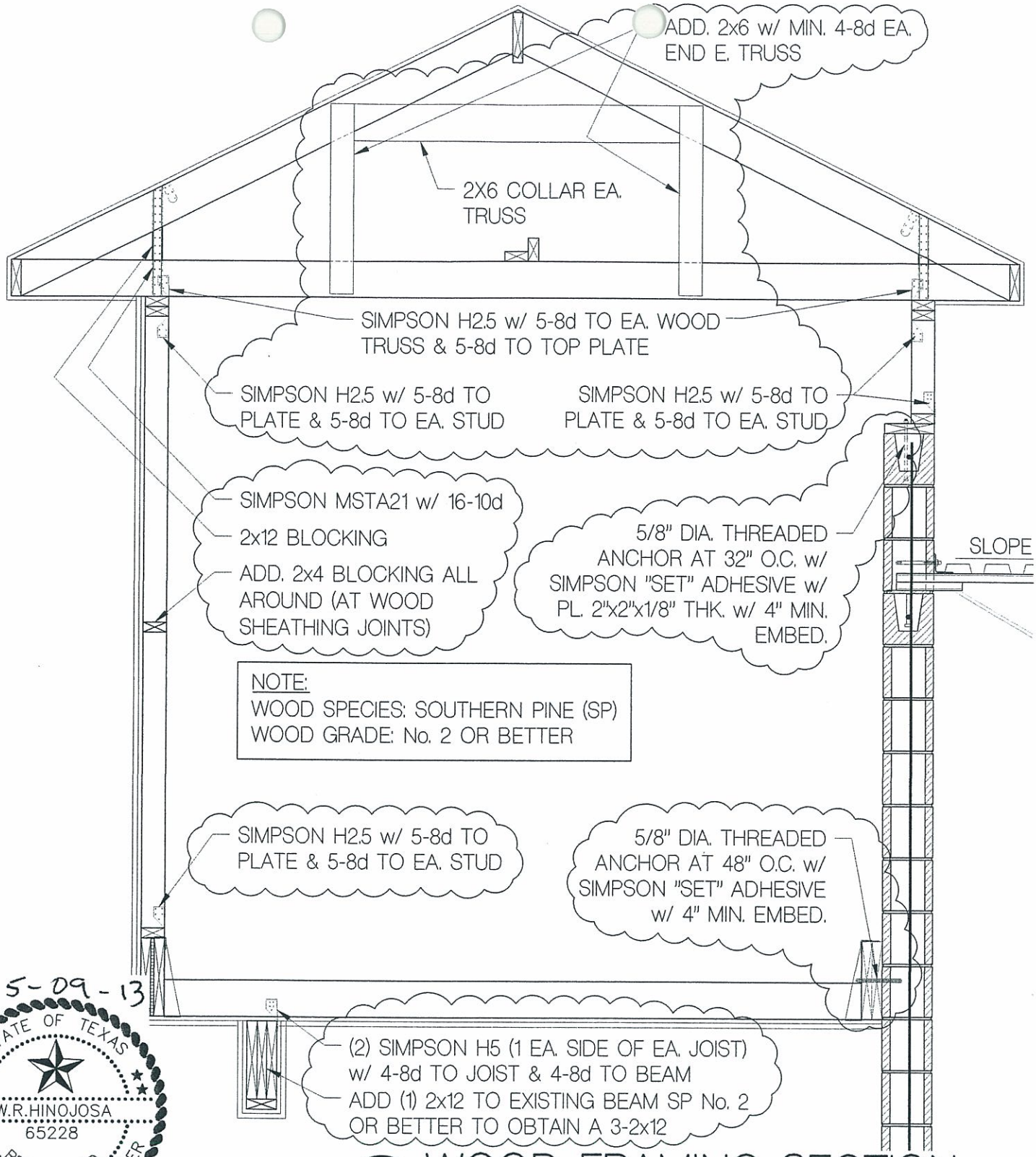
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 FRAMING PLAN

SCALE : 3/16"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING PLAN S1
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

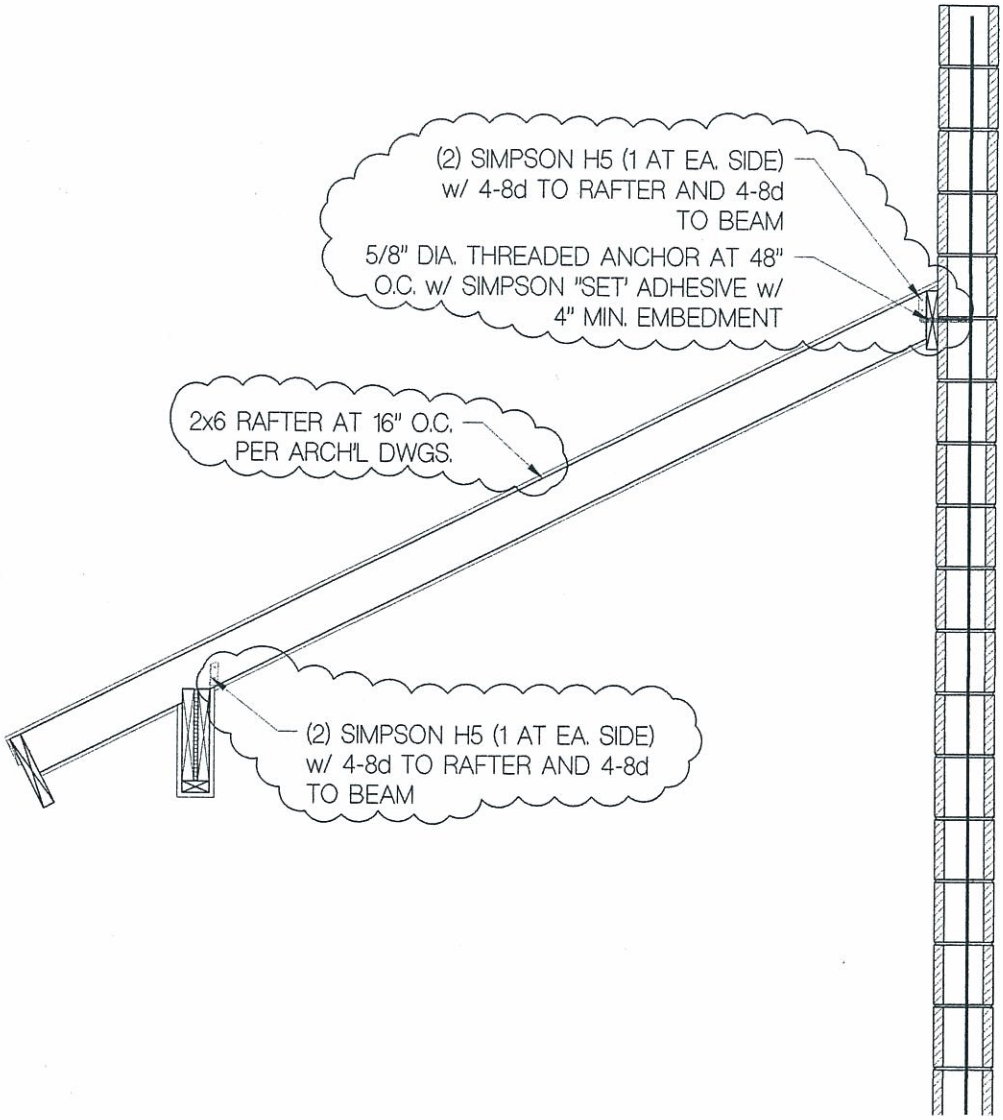
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 WOOD FRAMING SECTION

SCALE : N.T.S.

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S2
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

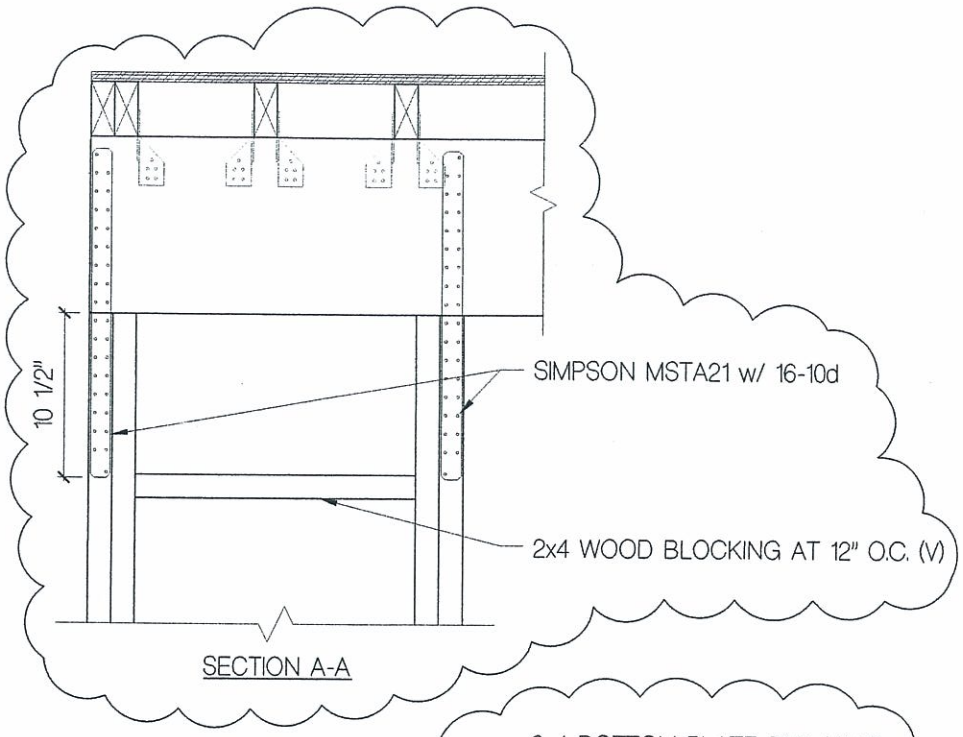
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

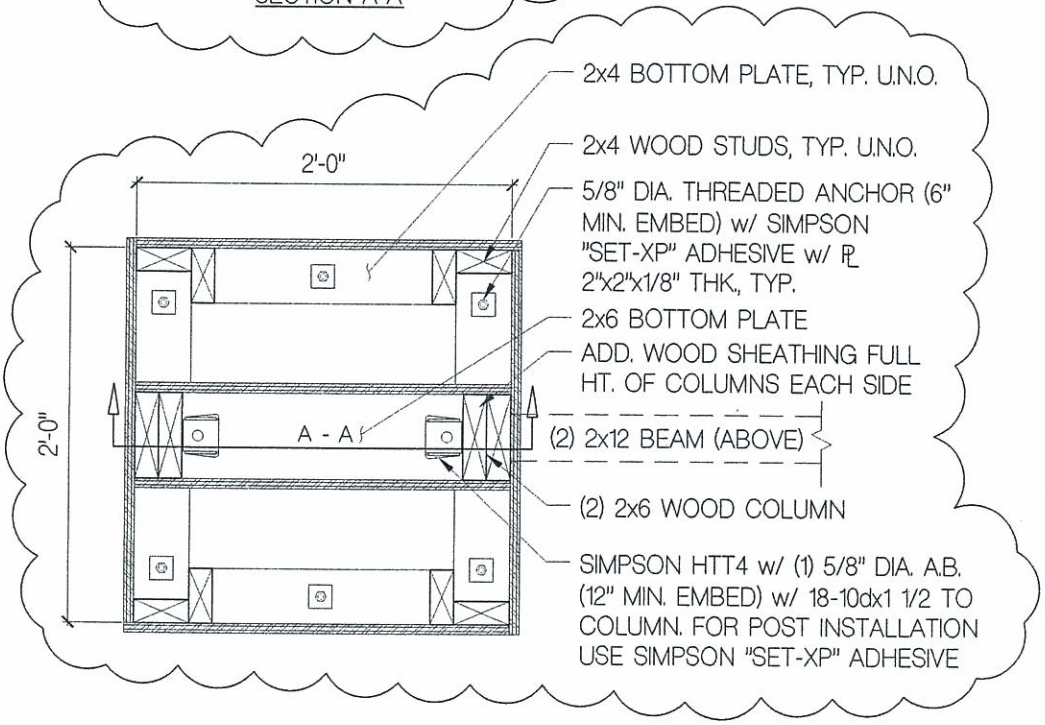
1 WOOD FRAMING SECTION

SCALE : 1/2"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S3
Date : MAY 9, 2013





5-09-13

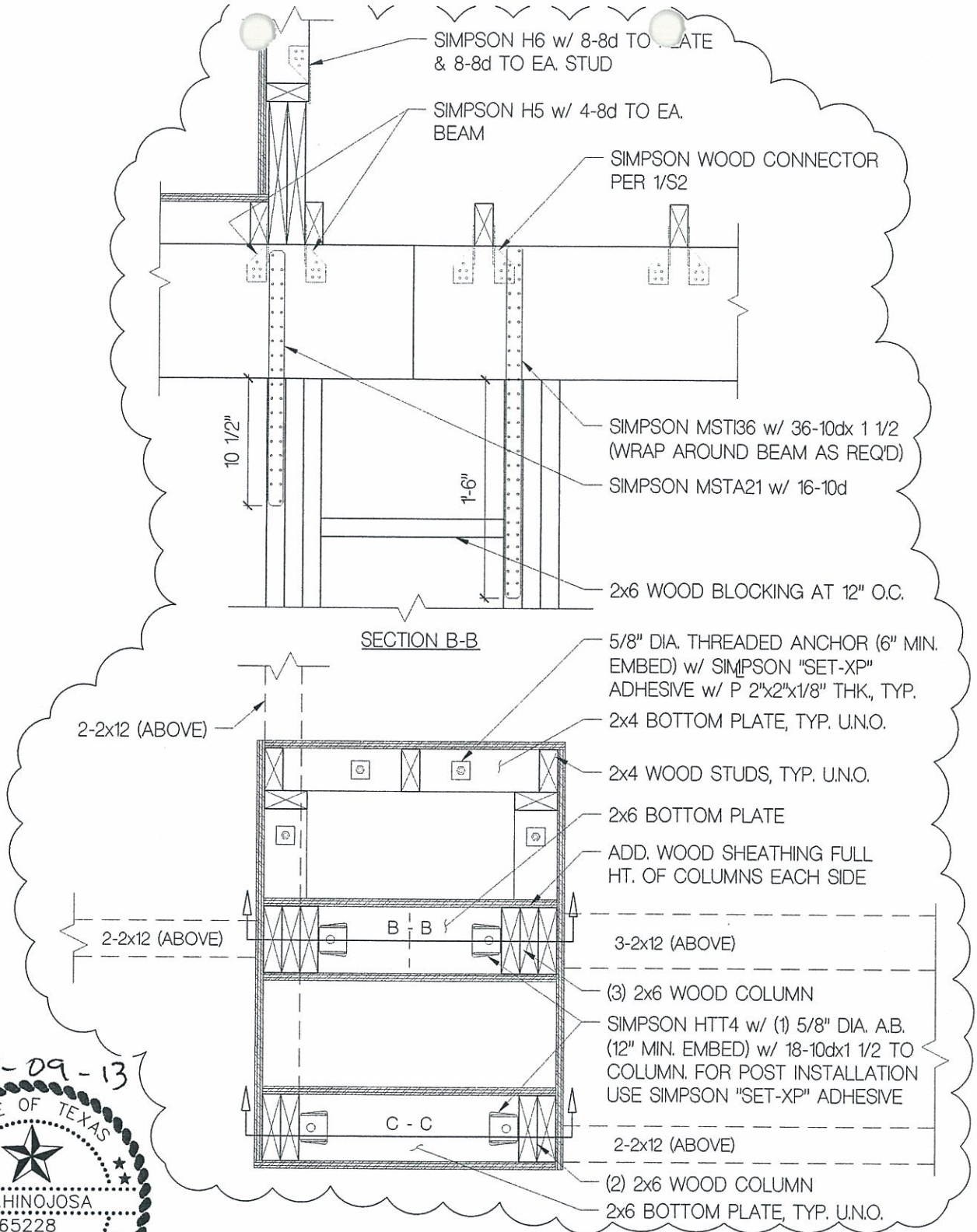
STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 COLUMN TYPE "A"
SCALE : 1"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S4
Date : MAY 9, 2013



5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED
PROFESSIONAL ENGINEER

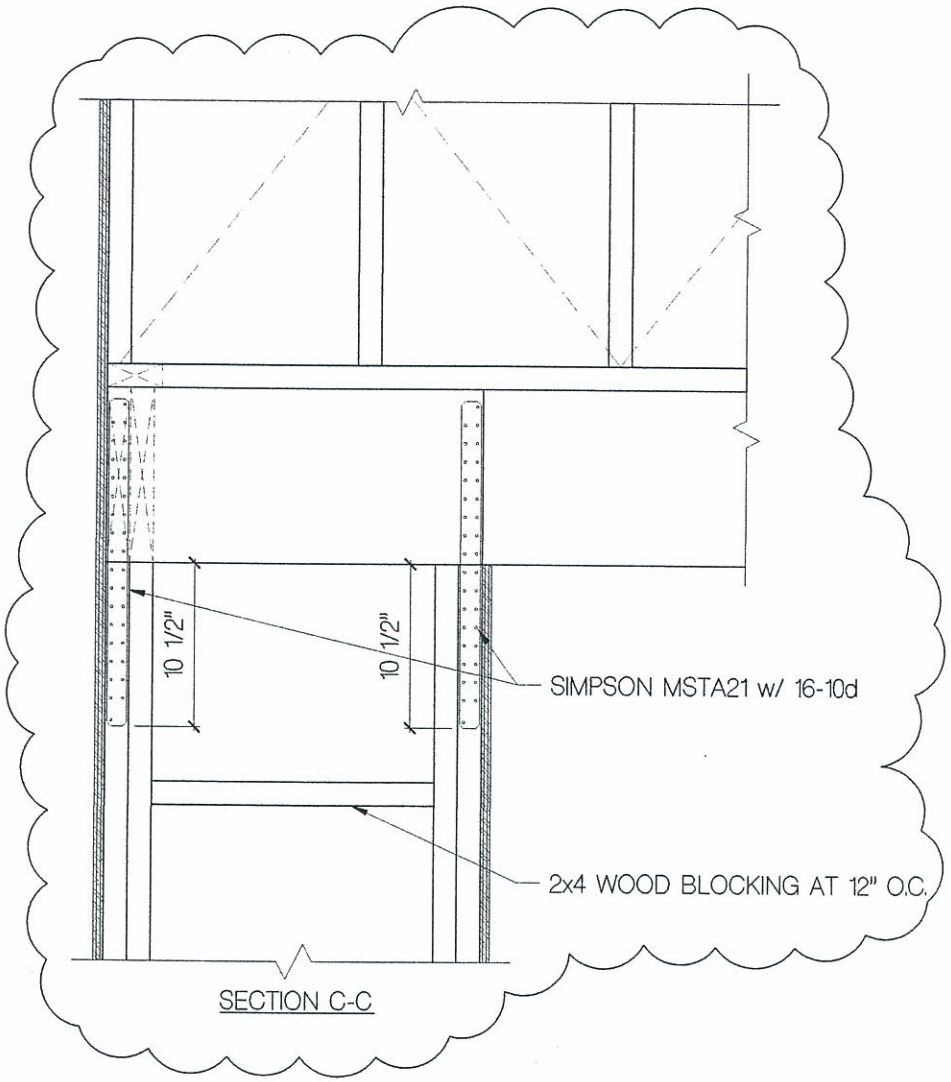
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

1 COLUMN TYPE "B"

SCALE : 1"=1'-0"

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S5
Date : MAY 9, 2013



SECTION C-C

5-09-13

STATE OF TEXAS
W.R.HINOJOSA
65228
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY W.R. HINOJOSA P.E. 65228 DATED 05-09-13

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngInc@aol.com
REGISTRATION NUMBER: F-908 EXPIRATION DATE: 09/30/2013

Project No. : 11-187
Project : IMPROVEMENTS TO FACILITIES
Drawing: - FRAMING DETAILS S6
Date : MAY 9, 2013

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

July 1, 2013

Oscar Garza
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Hidalgo County Precinct 1 Constable's Building, Additional Work

Dear Mr. Garza,

This is to address questions about the additional work for the front entry porch. During an inspection, the City of Weslaco inspector requested that we provide him with further information as to the sufficiency of bracing for the porch framing. We contacted our structural engineer to study the original plans. The engineer reported that additional bracing should be added and provided the necessary drawings (attached). The City has approved the engineer's drawings.

We regret the omissions on the original drawings and also ask that the following information be considered. This is taken verbatim from AIA Best Practices, February 2012:

"Product vs. Services - Many owners have the misconception that creating a new building is the same as buying a manufactured product like an automobile, and that their buildings design should come with a warranty as do windows, roofing, etc. However, a design in not a commodity like cars or bricks and mortar. Design is performed by architects as an intangible professional service, just like any other professional service, and is subject to the same human limitations as the practice of medicine, law, aviation or accounting. Moreover, design documents are not products either-construction document drawing sand specifications are simply instruments of the architect's services, which is defined in law as intangible intellectual property.

Omissions - The big difference between an error and an omission is that he owner receives added benefit when something previously omitted is added into their project. By definition, the owner did not originally pay for anything not in the Construction Documents (on which the construction cost is based) but is later recognized as necessary and thus must be added to the contract. The legal term is 'betterment', meaning the owner of the property receives something of benefit in return for additional cost-not something for nothing. Legal principles do not allow one party to unjustly benefit at the expense of another. Although the law does not require design to be 100% perfect or documents to be wholly 'complete', design services do contractually have to be sufficient, meaning the architect should make corrections to drawings or provide details for a necessary but omitted item without additional compensation."

July 1, 2013
Oscar Garza
Hidalgo County Purchasing Department
Hidalgo County Precinct 1 Constable's Building, Additional Work

After the work is complete, we will inspect the job and certify that the work is in accordance with the engineer's drawings. Further, we acknowledge that any additional engineering fees or related services will not be charged to the County and that our A/E fee is not to include this work item as a chargeable part of the Construction Contract Amount that we base our fee on. Please be assured that the omissions were inadvertent and unintentional. Should you need any other information, please call me.

Sincerely,

George A. Garcia

George A. Garcia, Project Architect

AI-39598 **Closed Session 25. C.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Miguel A. Escaname

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:09 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Aida Alvarez Started On: 07/09/2013 08:45 AM

Final Approval Date: 07/12/2013

AI-39593 **Closed Session 25. D.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-2016-D; Mario Herrera, III and Roxana Gonzalez v Hidalgo County and Eduardo Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:08 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/08/2013 04:24 PM

Final Approval Date: 07/12/2013

AI-39689 **Closed Session 25. E.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of claim regarding Paul William Lunholn Labude

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 02:43 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 01:26 PM

Final Approval Date: 07/12/2013

AI-39691 **Closed Session 25. F.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Del Sol Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 02:46 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 01:30 PM

Final Approval Date: 07/12/2013

AI-39687 **Closed Session 25. G.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1989-12-B; Domingo Gonzalez v. Elisandro Rodriguez, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 03:53 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013

Final Approval Date: 07/12/2013

AI-39599 **Open Session 26. C.**

CC REGULAR

Meeting Date: 07/17/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Miguel A. Escaname

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:09 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Aida Alvarez Started On: 07/09/2013 08:47 AM

Final Approval Date: 07/12/2013

AI-39595 **Open Session 26. D.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-2016-D; Mario Herrera, III and Roxana Gonzalez v Hidalgo County and Eduardo Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/10/2013 09:08 AM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/08/2013 04:25 PM

Final Approval Date: 07/12/2013

AI-39690 **Open Session 26. E.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of claim regarding Paul William Lunholn Labude

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 02:43 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 01:28 PM

Final Approval Date: 07/12/2013

AI-39692 **Open Session 26. F.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Del Sol Construction (Re: Palmview Headstart)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 02:46 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 01:31 PM

Final Approval Date: 07/12/2013

AI-39688 **Open Session 26. G.**

CC REGULAR

Meeting Date: 07/17/2013

Submitted For: Victor Garza, DAs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1989-12-B; Domingo Gonzalez v. Elisandro Rodriguez, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/12/2013 03:53 PM
Purchasing Department	Monica Badillo	07/12/2013 05:55 PM

Form Started By: Monica Badillo Started On: 07/12/2013 11:46 AM

Final Approval Date: 07/12/2013