



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 11, 2013
1:00 P.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 Commissioners' Courtroom of the Administration Building, 100 E. Cano, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

- 1. Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)**

- 2. 2013 Intradepartmental transfers:**
 - A. AI-40610 2013 - Pct. 1 Rd. Maint. (1200)**
 - B. AI-40477 2013 – Pct. #1 Administration (1200)**
 - C. AI-40483 2013 – Pct.#1 Administration (1200)**
 - D. AI-40486 2013 - Pct. #1 Parks (1100)**
 - E. AI-40563 2013 - Pct. 1 Sanitation (1100)**
 - F. AI-40588 2013 - Pct. 2 CO 2010 A&B (1342)**
 - G. AI-40595 2013 - Pct. 2 CRC S. Tower (1100)**
 - H. AI-40590 2013 - Pct. 2 - County Wide Mechanic Shop (1200)**
 - I. AI-40561 2013 - Pct #3 Adm. (1200)**

- J. AI-40414 2013 - Pct #3 Parks (1100)
- K. AI-40598 2013 - Pct. 4 Rd. Maint. (1200)
- L. AI-40498 2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)
- M. AI-40497 2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)
- N. AI-40496 2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)
- O. AI-40481 2013 - Texas A&M AgriLife Extension Service (1100)
- P. AI-40399 2013 - I.T. Department (1100)
- Q. AI-40464 2013 - Tax Office (1100)
- R. AI-40434 2013 - Tax Office (1246)
- S. AI-40402 2013 - Facilities Management (1100)
- T. AI-40507 2013 – Constable Pct. 4 (1100)
- U. AI-40503 2013 - County Court at Law #7 (1100)
- V. AI-40390 2013 - Indigent Defense (1100)
- W. AI-40534 2013 - Public Defender's (1100)
- X. AI-40516 2013 - Fire Marshal's Office (1100)
- Y. AI-40528 2013 - 93rd District Court (1100)
- Z. AI-40510 2013 - 139th District Court (1100)
- AA. AI-40407 2013 - 398th District Court (1100)
- BB. AI-40422 2013 - 370th District Court (1100)
- CC. AI-40526 2013 - 449th District Court (1100)

3. 2013 Interdepartmental transfers:

- A. AI-40587 Pct. 1-4 Sanitation (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1-4 Sanitation in the amount of \$300,000.00 to fund disposal expenditures.

- B. AI-40605** 2013 Pct. 1 Sanitation (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1 Sanitation in the amount of \$10,000.00 to fund estimated fuel expenditures through the month of September 2013.
- C. AI-40612** 2013 Pct. 1 Rd. Maint (1200):
Approval of 2013 interdepartmental transfer from Adm., program #004, to Rd. Maint, program #005 in the amount of \$27,500.00 to fund various operating expenditures.
- D. AI-40597** Pct. 2 Border Road (1200):
Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint. into Pct 2 Border Road in the amount of \$70,000.00.
- E. AI-40426** Pct 2 Rd Maint (1200):
Approval of 2013 interdepartmental transfer from various Pct 2 Rd projects into Pct 2 Rd Maint in the amount of \$394,868.34.
- F. AI-40604** 2013 Pct. 3 Sanitation (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 3 Sanitation in the amount of \$20,000.00 to fund equip. & veh. r & m supplies expenditures.
- G. AI-40409** Fire Marshal's Office:
Approval of interdepartmental transfer from Fire Marshal (300-001) to Edinburg F.D. (300-006) in the amount of \$45,000.00 and Weslaco F.D. (300-019) in the amount of \$45,000.00
- H. AI-40585** 2013 Adult Probation (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Adult Probation in the amount of \$28,150.00 to fund estimated year-end electricity expenditures.
- I. AI-40583** 2013 Facilities Mgmt (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Facilities Mgmt in the amount of \$80,000.00 to fund electricity expenditures for the month of August 2013.
- J. AI-40579** 2013 Juvenile Detention (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Juvenile Detention in the amount of \$27,000.00 to fund estimated electricity expenditures through the month of September 2013.
- K. AI-40592** 2013 TX Agrilife Ext (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to TX Agrilife Ext. in the amount of \$9,950.00 to fund various operating expenditures.

- L. **AI-40594** IT Countywide (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to IT Countywide in the amount of \$20,000.00 to fund hardware maintenance support in relation to the Odyssey criminal justice system.
- M. **AI-40602** 2013 JP Pct. 3 Plc. 1 (1100):
Approval of 2013 interdepartmental transfer from the Co. Wide Adm.-Contingency to JP Pct. 3, Plc 1 in the amount of \$6,613.00 to fund various operating expenditures.

4. **Planning Department:**

- A. **AI-40518** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

5. **Executive Officer - Valde Guerra:**

- A. **AI-40538** Requesting approval to issue payment for court transcripts (USA v. Jorge Garza) to the following, in connection with two (2) pending litigation cases, with authority for County Treasurer to issue checks after review and auditing procedures are completed by County Auditor:

Vendor	Amount	Defendant (Co.) Attorney	Cause #
Exceptional Reporting Services, Inc.	\$2,400.00	Atlas, Hall & Rodriguez	Jurado et al v. Co.
Exceptional Reporting Services, Inc.	\$4,200.00	Law Office of Preston Henrichson	Perez v. Co.

- B. **AI-40439** Texas A&M AgriLife Extension Service:
Requesting permission to allow Barbara Storz to travel out of state to Greensboro, North Carolina on September 15-19, 2013 to attend the 2013 National Goat Conference.

6. **Membership Dues:**

- A. **AI-40338** Sheriff's Department (1100):
Requesting approval to pay 2013 membership dues for Sheriff Guadalupe Trevino to the Texas Jail Association for the total of \$30.00 with requisition #242224, with the authority for the County Treasurer to issue check after auditing procedures are completed by County Auditor.
- B. **AI-40517** Fire Marshal (1100):
Discussion, consideration, and approval of certifications in the amount of \$595.00 to the Texas Commission on Fire Protection for Fire Marshal Juan Martinez, Chief Deputy Fire Marshal Wesley Bradley, Deputy Fire Marshal Rolando Casas, Deputy Fire Marshal Eric Sanchez, Deputy Fire Marshal

Tommy Ureste, Auxiliary Deputy Fire Marshal Homero Garza, and Auxiliary Deputy Fire Marshal Luis Gutierrez. Requesting approval to pay certification fee by Electronic Funds Transfer, only payment method allowed.

7. **Budget & Management:**

- A. **AI-40515** Self-Insured (2202)
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 08/16-31/2013 in the amount of \$ 58,165.90 and requesting approval of wire transfer.
- B. **AI-40576** General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Adm.-Contingency account.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(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. **AI-40421** Acceptance of donation of assets in Exhibit A by Urban County. Supporting documentation attached.
- B. **AI-40424** Approval of Invoice #13068 in the amount of \$6,163.89 from Javier Hinojosa Engineering, contracted engineer for "Steward Road Drainage Outfall."
- C. **AI-40432** Requesting authority to purchase 12 months of maintenance through a purchase order not executed agreement for the following with Canon Solutions America, Inc. through requisition #240776 for the total of \$235.99/month.
Effective: Upon approval (3-1100-415-00-200-002-0-432).
- D. **AI-40433** Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, contract etc.) as attached hereto for project; Janitorial Supplies & Industrial Chemical Supplies - RFB No 2013-147 including the re-advertising of project in the event that no bids are received and/or rejected and project is still required.

E. AI-40442 Requesting authority to enter into a renewal with IBM for service/maintenance and authority to execute required agreement with an automatic extension to cover (5) five years starting 10/1/2013 - 9/30/2018 with IBM Corporation through a requisition #240926 in the total of \$2,620.83 for the remainder of 2013 (October 1, 2013 through December 31, 2013).

F. AI-40451 Requesting authority to purchase a renewal for help desk support center/remote support of Software Subscription License through a purchase order with company's response as to acceptance of purchase order not executed agreement, with bigWebApps effective 08-01-2013 to 07-31-2014 through requisition #240538 for the following:

Department	Yearly Fee	Account Number
(I. T.) Information Technology	\$5,952.95	3-1100-415-00-200-002-0-336
Asset Manager	\$1,785.89	3-1100-415-00-200-002-0-336
Email Parser	\$595.30	3-1100-415-00-200-002-0-336
LDAP Replicator	\$1,190.59	3-1100-415-00-200-002-0-336
Remote Assistance	\$595.30	3-1100-415-00-200-002-0-336
Facilities Management (Maintenance Dept.)	\$2,024.01	3-1100-419-40-220-001-0-336
Commissioner Precinct 1	\$2,024.01	3-1200-431-00-121-004-0-336
Commissioner Precinct 4	\$2,024.01	3-1200-431-00-124-007-0-336
Non Profit Discount	<\$4,582.65>	All of the above

G. AI-40485 Approval of the following with REIM Construction, Inc. contracted vendor for Pct. 2 Minnesota Road West of "I" Road submitted through project engineer Raul Sesin through contract #C-12-273-12-28.

1. Application for Payment No. 3 (Final) in the amount of \$11,505.59;
2. Application for Payment No. 4 (Retainage Release) in the amount of \$ 13,270.07;
3. "Certificate of Construction Completion" Reflecting the completion date of May 02, 2013.

H. AI-40530 ADD/DELETE FUEL CARDS/USERS:

1. Right of Way - Delete fuel card and driver
2. Executive Office - Add fuel card users and fuel card
3. Fire Marshal - Delete Card
4. Emergency Management - Add Fuel Card

I. AI-40544 Seeking ratification of fully executed Change Order No. 2 with change of driveways from ACP to concrete reflecting an increase of \$10,149.39 with contractor Texas Cordia Construction, LLC for Dimas 2 & 3 Subdivision, Pct. No. 1 as submitted though project engineer TEDSI Infrastructure Group (C-CAP-12-112-12-28).

- J. AI-40591** Discussion, consideration and approval of Payment Application No. 1 to 2GS, L.L.C. for the Little Mexico Subdivision and South Tower Estates Paving & Drainage project, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-127-05-21 in the amount of \$135,792.05.
- K. AI-40394**
1. Acceptance and approval of Change Order No. 2 for Replacement of existing fire alarm panel, provide door and hardware improvements in the amount of \$11,741.40, and an extension of One Hundred One (101) additional days as approved by the Architect of record Dannenbaum Engineering Company for the project: "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX, with authority for County Judge, or Court Member to execute document.
 2. Approval of Request for Payment-Applications No. 7 in the amount of \$35,625.00 from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.
- L. AI-40419** Approval to exercise the option to renew/extend the second (2nd) term of nine (9) one (1) year terms as stipulated and provided in the contract under the specified rates, terms and conditions for-"Lease of Tower Space" with RGV Towers, LLC, for HIDTA. (E-12-229-09-04)
- M. AI-40529** Requesting ratification of approval of plans and specifications originally approved by Commissioners' Court on September 3, 2013 (AI-40391), inasmuch as final modifications were made to specifications to complete the procurement packet for the project: Hidalgo County Sheriff's Office -Modifications to Incorporate Motorola and 911 Equipment. (2013-258-09-25-MSS)
- N. AI-40535**
1. Acceptance and approval of Certificate of Completion for the project Hidalgo County Precinct No. 4 -"Hoehn Subdivision Solar Lights Project -EECBG" (2013-173-MSS) as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.
 2. Requesting approval for final Payment Application No. 265 in the amount of \$26,796.74 from Facility Solutions Group, awarded contractor for the Hidalgo County Precinct No. 4 "Hoehn Subdivision Solar Lights Project -EECBG project (2013-173-MSS -PO No. 693624) as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

- O. AI-40416** Annette C. Muniz, Chief Deputy, Hidalgo County Clerk's Office is formally requesting the removal of fixed assets in Exhibit A from the Hidalgo County's Inventory List. All supporting documentation is attached.

- P. AI-40187** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities) - "Punched & Drawn Biaxial Geogrid Reinforcement Material"- RFB No.: 2013-254-00-00-SGS. Including the re-advertising of project in the event No Bid responses are received and / or rejected and project is still required.

AI-40610

2013 Intradep. (line item)Transfers 2. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pct. 1 Rd. Maint. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. 1 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9-6-13.

Attachments

Pct. 1 Rd. Maint. LIT

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:42 PM
Budget & Management	Obdett Calzada	09/06/2013 04:23 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 02:34 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

2013

Intradepartmental Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu, Budget Analyst III

Ph#: (956) 292-7025 ext. 5425

SUBJECT: Intradepartmental transfer(s) (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM <small>OBJECT CODE</small>	OBJECT DESCRIPTION	TO <small>OBJECT CODE</small>	OBJECT DESCRIPTION	AMOUNT
113	Reg. F/T Employees	672	Equip. & Veh. R & M Supplies	37,600.00
220	FICA	672	Equip. & Veh. R & M Supplies	2,900.00
TOTAL				40,500.00

REASON:
To fund equip. & veh r & m supplies. Funds taken from lapsed Salaries & FICA approved by DBM management.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40477

2013 Intra Dept. (line item) Transfers 2. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Marcie Jackson,
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 – Pct. #1 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-004-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 8/30/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/29/2013 04:56 PM
09/06/2013 05:23 PM

Form Started By: Marcie Jackson

Started On: 08/29/2013 04:17 PM

Final Approval Date: 09/06/2013

AI-40483

2013 Intradep. (line item)Transfers 2. C.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Marcie Jackson,
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 – Pct.#1 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1200-431-00-121-004-0-780

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/30/13

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/30/2013 08:28 AM
09/06/2013 05:23 PM
Started On: 08/29/2013 05:08 PM

Form Started By: Marcie Jackson

Final Approval Date: 09/06/2013

DATE: August 29, 2013

2013
Transfer



DEPARTMENT HEAD: A.C Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1200-431-00-121-004-0-780

AI-40483 9/10/13

Contact Person: Katia Garcia/Marcie Jackson Ph#: (956) 968-8733 Ext. 1022/1021

SUBJECT: Intradepartmental transfer(s) (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
780	PCT1 ADM-CAPITAL LEASES	413	PCT1 ADM-ELEC SURVEILL & SECURITY	\$ 132.50
			TOTAL	\$ 132.50

REASON: **Transfer is needed for future Department expenses - ASG Security**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40486

2013 Intradep. (line item)Transfers 2. D.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Marcie Jackson,
COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1100-452-00-121-013-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/4/13

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/03/2013 02:58 PM
09/06/2013 05:23 PM
Started On: 08/30/2013 10:13 AM

Form Started By: Marcie Jackson

Final Approval Date: 09/06/2013

DATE: August 30, 2013

2013
Transfer



DEPARTMENT HEAD: A.C Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1100-452-00-121-013-0-XXX

AI-40486 9/10/13

Contact Person: Katia Garcia/Marcie Jackson

Ph#: (956) 968-8733 Ext. 1022/1021

SUBJECT: Intradepartmental transfer(s) (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
540	PCT1 PARKS-ADVERTISING	411	PCT1 PARKS-WATER/SEWERAGE	\$ 500.00
605	PCT1 PARKS-CLOTHING & UNIFORMS	411	PCT1 PARKS-WATER/SEWERAGE	\$ 250.00
612	PCT1 PARKS-RECREATIONAL SUPPLIES	411	PCT1 PARKS-WATER/SEWERAGE	\$ 575.00
			TOTAL	\$ 1,325.00

REASON:
Transfer is needed for future Department expenses.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40563

2013 Intradep. (line item)Transfers 2. E.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Katia Garcia, COMM.
PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. 1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-121-001-0-664

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$1,000 as of 9/5/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/05/2013 01:27 PM
09/06/2013 05:23 PM
Started On: 09/05/2013 11:46 AM

Form Started By: Katia Garcia

Final Approval Date: 09/06/2013

DATE: September 5, 2013

2013

Transfer

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

AI-40563



DEPARTMENT NAME: Hidalgo County Precinct No. 1
Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

Contact Person: Katia Garcia

Ph#: (956) 968-8733 Ext. 1022

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
664	OTHER MINOR EQUIPMENT	613	SAFETY SUPPLIES	\$500.00
TOTAL				\$500.00

REASON: **Transfer needed to cover anticipated expenditures.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40588

2013 Intradep. (line item)Transfers 2. F.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 CO 2010 A&B (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-122-058-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available as of 9/6/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/06/2013 10:50 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Carlos Jasso		Started On: 09/06/2013 08:25 AM
	Final Approval Date: 09/06/2013	

DATE: September 6, 2013

2013
Intrdepartmental Transfer



DEPARTMENT HEAD: Raul Silguero, Chief Administrator

AI 40588

DEPARTMENT NAME: Hidalgo County Precinct No. 2
2010 A & B Certificate of Obligations

ACCOUNT NUMBER: 3-1342-431-00-122-058-0-XXX

Contact Person: Carlos Jasso, Accountant III Ph#: (956) 292-7000 ext. 2006

SUBJECT: **Intrdepartmental transfer(s)** (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 Intrdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
733	Drainage	711	Right of Way	65,000.00
TOTAL				65,000.00

REASON:
For anticipated expenditures for the Minnesota Drain Project (purchase of parcels).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40595

2013 Intradep. (line item)Transfers 2. G.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 CRC S. Tower (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-082-0-671

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 9/6/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/06/2013 10:51 AM
09/06/2013 05:23 PM
Started On: 09/06/2013 10:06 AM

Form Started By: Erika Zamora

Final Approval Date: 09/06/2013

DATE: September 10, 2013

2013
Transfer

DEPARTMENT
HEAD: Commissioner Hector Palacios



DEPARTMENT NAME: Hidalgo County Precinct 2 CRC (S. Tower)

ACCOUNT
NUMBER: 3-1100-466-00-122-082-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 Ext. 2015

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	Bldg & Othr Struc R&M	631	Bottled Water	59.99
			TOTAL	59.99

REASON:
To cover bottled water expenditures for the remainder of the contract.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40590

2013 Intradep. (line item)Transfers 2. H.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Angela Garcia, COMM.
PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 - County Wide Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-004-0-xxx

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 09/06/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/06/2013 10:50 AM
09/06/2013 05:23 PM
Started On: 09/06/2013 09:27 AM

Form Started By: Angela Garcia

Final Approval Date: 09/06/2013

INTRADPARTMENTAL TRANSFER

DATE: September 6, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: PCT. 2 CO. WIDE SHOP

ACCOUNT NUMBER: 3-1200-431-00-122-004-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	664	OTHER MINOR EQUIP.	1,000.00
TOTAL				1,000.00

REASON: PURCHASE CAMERA AND ACCESSORIES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40561

2013 Intradep. (line item)Transfers 2. I.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Norma Ceballos,
COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-004-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/6/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/05/2013 01:33 PM
09/06/2013 05:23 PM
Started On: 09/05/2013 11:08 AM

Form Started By: Norma Ceballos

Final Approval Date: 09/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: 09/04/13

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1200-431-00-123-004-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Pct #3 Adm. - Office & Computer Supplies	665	Pct #3 Adm-Minor Computer & Equip.	\$ 3,562.48
TOTAL				\$ 3,562.48

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40414

2013 Intradep. (line item)Transfers 2. J.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Norma Ceballos,
COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-123-008-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:40 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Norma Ceballos		Started On: 08/27/2013 12:16 PM
	Final Approval Date: 09/06/2013	

INTRA-DEPARTMENTAL TRANSFER

DATE: August 26, 2013

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
439	Pct #3-Parks- Other R&M Serv.	631	Pct #3-Parks- Bottled Water	\$ 300.00
671	Pct #3-Parks- Bldg & Other Struc R&M Supplies	672	Pct #3-Parks- Equip & Veh. R&M Supplies	\$ 4,000.00
TOTAL				\$ 4,300.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40598

2013 Intradep. (line item)Transfers 2. K.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Veronica Lopez,
COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

890 --> 739 \$14,001.55

890 --> 748 \$6,722.70

890 --> 619 \$300.68

890 --> 665 \$2,712.18

890 --> 601 \$11,166.00

890 --> 605 \$1,000.00

890 --> 583 \$2,000.00

890 --> 584 \$1,000.00

890 --> 661 \$588.88

890 --> 780 \$247.77

Funds available as of 09/06/13

Attachments

Pct. 4 Rd Maint

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/06/2013 02:37 PM
09/06/2013 05:23 PM
Started On: 09/06/2013 10:32 AM

Form Started By: Veronica Lopez

Final Approval Date: 09/06/2013

AI-40498

2013 Intradep. (line item)Transfers 2. L.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-480-00-280-078-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 9/6/13. Overtime grants do not require salary analysis.

No local match is required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/03/2013 09:56 AM
Budget & Management	Obdett Calzada	09/03/2013 03:07 PM
Obdett Calzada	Obdett Calzada	09/06/2013 02:58 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/03/2013 09:38 AM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Stonegarden FY2011--City of Weslaco
ACCOUNT NUMBER: 3-1284-480-00-280-078-4-XXX
SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-480-00-280-078-4-	250-Unemployment Comp.	→	3-1284-480-00-280-078-4-	230- Retirement	377.49
					\$377.49

REASON: To cover fringe benefits due to the reallocation of monies within grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-40497

2013 Intradep. (line item)Transfers 2. M.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-480-00-280-086-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 9/6/13. Overtime grants do not require salary analysis.

No local match is required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/03/2013 09:55 AM
Budget & Management	Obdett Calzada	09/03/2013 03:06 PM
Obdett Calzada	Obdett Calzada	09/06/2013 02:56 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/03/2013 09:34 AM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY2011--City of Edinburg

ACCOUNT NUMBER: 3-1284-480-00-280-086-4-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-480-00-280-086-4-	250-Unemployment Comp.	→	3-1284-480-00-280-086-4-	220- FICA	521.42
					\$521.42

REASON: To cover fringe benefits due to the reallocation of monies within grant.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONERS' COURT _____

_____/_____/_____
DATE

ATTEST COUNTY CLERK _____

AI-40496

2013 Intradep. (line item)Transfers 2. N.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office Operation Stonegarden FY 2011 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-480-00-280-048-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 9/6/2013. Overtime grants do not require salary analysis.

No local match required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/03/2013 09:55 AM
Budget & Management	Obdett Calzada	09/03/2013 03:03 PM
Obdett Calzada	Obdett Calzada	09/06/2013 02:54 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/03/2013 08:30 AM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY2011--City of Donna

ACCOUNT NUMBER: 3-1284-480-00-280-048-4-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-480-00-280-048-4-	250-Unemployment Comp.	→ 3-1284-480-00-280-048-4-	230- Retirement	681.45
				\$681.45

REASON: To cover fringe benefits due to the reallocation of monies within grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-40481

2013 Intradep. (line item)Transfers 2. O.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Nora Linda Cruz, TX.
AGRILIFE EXT.
SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2013 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-461-00-380-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/4/2013.

Attachments

Transfers

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/30/2013 08:28 AM
09/06/2013 05:23 PM
Started On: 08/29/2013 05:00 PM

Form Started By: Nora Linda Cruz

Final Approval Date: 09/06/2013

DATE: August 28, 2013

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS A&M AGRILIFE EXTENSION

ACCOUNT NUMBER: 3-1100-461-00-380-001-0

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	Rental of Equipment and Vehicles	584	Registration Fees	\$200.00
442	Rental of Equipment and Vehicles	583	Out of County Employee Travel	700.00
TOTAL				900.00

REASON: To properly classify expenditures for agents traveling out of County to mandatory meetings.

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-40399

2013 Intradep. (line item)Transfers 2. P.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Edna Kirby, IT
DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/29/13

Attachments

Intra

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/27/2013 02:38 PM
09/06/2013 05:23 PM

Form Started By: Edna Kirby

Started On: 08/26/2013 03:16 PM

Final Approval Date: 09/06/2013

AI-40464

2013 Intradep. (line item)Transfers 2. Q.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Neida Chavana Tax Office Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-15-140-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8-29-13.

531 --> 452 & 601 in the amount of \$27,180.67

Attachments

Tax Office LIT

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/29/2013 10:39 AM
Budget & Management	Obdett Calzada	08/29/2013 03:15 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 08/29/2013 09:04 AM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

2013

Intradepartmental Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0-XXX

Contact Person: Ivan Cantu, Budget Analyst III Ph#: (956) 292-7025 ext. 5425

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
531	Telephone	452	Bldg Add. & Renov.	13,166.67
531	Telephone	601	Office & Computer Supplies	14,014.00
TOTAL				27,180.67

REASON: To fund Tax Office Motor Vehicle Division lobby renovations & networking supplies in order to add five (5) new workstations for the Scofflaw Program.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40434

2013 Intradep. (line item)Transfers 2. R.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pablo (Paul)
Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1246)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1246-415-15-140-003-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/30/13.

Attachments

Lit (SI acct) 8.28.2013

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/28/2013 03:54 PM
09/06/2013 05:23 PM

Form Started By: Mary Garcia

Started On: 08/28/2013 01:53 PM

Final Approval Date: 09/06/2013

DATE: August 28, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1246-415-15-140-003-0-XXX

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
626	GASOLINE/DIESEL	336	COMPUTER SERVICES	\$16,000.00
583	TRAVEL OUT OF COUNTY	336	COMPUTER SERVICES	\$5,000.00
584	REGISTRATION FEES	336	COMPUTER SERVICES	\$1,000.00
			TOTAL	\$22,000.00

REASON: **To purchase necessary items to operate County office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40402

2013 Intradep. (line item)Transfers 2. S.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Glinda Pacheco,
BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-048-0-679

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 8/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:38 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Glinda Pacheco		Started On: 08/26/2013 03:52 PM
	Final Approval Date: 09/06/2013	

DATE: August 26, 2013

2013

Transfer



AI-40402

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

ACCOUNT NUMBER: 3-1100-419-40-220-048-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
679	OTHER R&M SUPPLIES	671	BLDG&OTHR STRUC R&M SUPPL	83.10
TOTAL				83.10

REASON:
Intradepartmental transfer needed to cover invoice from Home Depot (Invoices#6170984)(PO#696216).

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40507

2013 Intra Dept. (line item) Transfers 2. T.

CC CONSENT

Meeting Date: 09/11/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 – Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-294-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13.

Attachments

LIT9313

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/04/2013 04:24 PM
09/06/2013 05:23 PM
Started On: 09/03/2013 03:10 PM

Form Started By: Nayla Munoz

Final Approval Date: 09/06/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 3, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 3-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Tranfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	Eq&Veh R&M Supplies	631	Bottled Water	\$29.44
583	Travel Out of County	631	Bottled Water	\$2.34
601	Office & Computer Supplies	631	Bottled Water	\$1.78
664	Other Minor Equipment	631	Bottled Water	\$4.90
855	Late Fees, Penalties & FC	442	Equip&Veh Rentals	\$8.00
TOTAL				\$46.46

REASON: Transfer is needed to cover expenditures for Mountain Glacier, bottled water services.

 JOEL RIVERA *for Constable J. E. Guerra*

 APPROVED COMMISSIONERS' COURT

 DATE

 ATTEST COUNTY CLERK

AI-40503

2013 Intradep. (line item)Transfers 2. U.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - County Court at Law #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-027-001-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/4/13

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/03/2013 03:01 PM
09/06/2013 05:23 PM
Started On: 09/03/2013 11:17 AM

Form Started By: Monica Badillo

Final Approval Date: 09/06/2013

DATE: August 30, 2013

DEPARTMENT HEAD: SERGIO J. VALDEZ

DEPARTMENT NAME: COUNTY COURT AT LAW NO. 7

ACCOUNT NUMBER: 3-1100-412-00-027-001-0-XXX

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	\$500.00
890	OTHER	661	MINOR OFFICE FURN & EQUIP	1,500.00
890	OTHER	631	BOTTLED WATER	\$200.00
890	OTHER	665	MINOR COMPUER EQUIPMENT	750.00
890	OTHER	748	OTHER EQUIPMENT	500.00
			TOTAL	3,450.00

REASON: NEED TO PURCHASE OFFICE FURNITURE AND SUPPLIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-40390

2013 Intradep. (line item)Transfers 2. V.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Isidro Sepulveda Jr Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

2013 - Indigent Defense (1100)

BACKGROUND

Requesting approval to transfer \$1500 from object code 320 to object code 583.

Requesting approval to transfer \$300 from object code 550 to object code 583.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-009-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/29/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 11:12 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: David Sinder		Started On: 08/26/2013 08:39 AM
	Final Approval Date: 09/06/2013	

DATE: August 28, 2013

2013

Transfer

DEPARTMENT HEAD: Sergio Cruz

AI-40390



DEPARTMENT NAME: Department of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 3-1100-412-00-009-003-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext.5416

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
320	Professional Services	583	Travel Out of County	1,500.00
550	Printing & Binding	583	Travel Out of County	300.00
TOTAL				1,800.00

REASON:
To fund out of county travel expenditure.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40534

2013 Intradep. (line item)Transfers 2. W.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2013 - Public Defender's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-30-085-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:33 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Patti Loya		Started On: 09/04/2013 02:50 PM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013

2013
Transfer



DEPARTMENT HEAD: Jaime E. Gonzalez

DEPARTMENT NAME: Public Defender's office

ACCOUNT NUMBER: 3-1100-412-30-085-003-0

Contact Person: Patti Loya

Ph#: 956-292-7040 Ext. 5433

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
810	Dues & Membership	631	Bottle Water	58.00
583	Out of County Travel	581	In County Travel	300.00
583	Out of County Travel	341	Data Mgmt & Processing	1,386.00
583	Out of County Travel	601	Office & Computer Supplies	300.00
			TOTAL	2,044.00

REASON: *Transfer monies into other accounts, due to very low balance for 2013.*

DEPARTMENT HEAD SIGNATURE

9, 4, 13

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40516

2013 Intra Dept. (line item) Transfers 2. X.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-422-10-300-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:27 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Sulema Cavazos		Started On: 09/04/2013 09:49 AM
	Final Approval Date: 09/06/2013	

DATE: 09/04/13

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 3-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER	NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	OTHER	->	811	LICENSES AND PERMITS	\$1,000.00
		->			
					\$1,000.00

REASON: TO PAY FOR CERTIFICATION RENEWALS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE / /

ATTEST COUNTY CLERK

AI-40528

2013 Intradep. (line item)Transfers 2. Y.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Joel x 6412

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-002-001-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:32 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Monica Badillo		Started On: 09/04/2013 01:35 PM
	Final Approval Date: 09/06/2013	

AI-40510

2013 Intradep. (line item)Transfers 2. Z.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Sylvia/Pete - 139th Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-003-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:25 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Monica Badillo		Started On: 09/03/2013 05:11 PM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013

DEPARTMENT HEAD: Judge Bobby Flores

DEPARTMENT NAME: 139th District Court

ACCOUNT NUMBER: 3-1100-412-00-003-001-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	442	Equip. & vehicles rental	15.00
890	Other	607	Household and janitorial supplies	20.00
890	Other	631	Bottled water	40.00
TOTAL				75.00

REASON: For water cooler rental and water.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40407

2013 Intradep. (line item)Transfers 2. AA.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Esther Cantu, 398TH
DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2013 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-009-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/3/13.

Attachments

640 Line Item

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/27/2013 02:39 PM
09/06/2013 05:23 PM
Started On: 08/27/2013 10:21 AM

Form Started By: Esther Cantu

Final Approval Date: 09/06/2013

August 27, 2013

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 3-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-412-00-009-001-0-890	OTHER	3-1100-412-00-009-001-640	REFERENCE MATERIALS	\$ 300.00
		→		
		→		
		→		
		→		
TOTAL				300

REASON:
ADDITIONAL MONIES NEEDED FOR FUTURE INVOICES

 DEPARTMENT HEAD SIGNATURE

August 27, 2013
 Date

 APPROVED COMMISSIONERS' COURT DATE

 ATTEST COUNTY CLERK

AI-40422

2013 Intradept. (line item)Transfers 2. BB.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Noe Gonzalez, Judge Presiding
Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-007-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/3/13.

Attachments

LINE ITEM TRANSFER

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/28/2013 01:53 PM
09/06/2013 05:23 PM

Form Started By: Esther Contreras

Started On: 08/27/2013 03:15 PM

Final Approval Date: 09/06/2013

DATE: August 27, 2013

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-007-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
584	REGISTRATION FEES	583	TRAVEL OUT OF COUNTY	\$1,000.00
890	OTHER	583	TRAVEL OUT OF COUNTY	\$500.00
			TOTAL	1,500.00

REASON: Current and Future Expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40526

2013 Intradep. (line item)Transfers 2. CC.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Eric Pacheco, 449TH
DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-011-001-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/5/13

Attachments

Line Item Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
09/04/2013 04:31 PM
09/06/2013 05:23 PM
Started On: 09/04/2013 11:53 AM

Form Started By: Eric Pacheco

Final Approval Date: 09/06/2013

DATE: September 4, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 3-1100-412-00-011-001-0-XXX

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
748	OTHER EQUIPMENT	442	EQUIPMENT AND VEHICLE RENTAL	\$25.00
TOTAL				\$ 25.00

REASON: FUNDS NEEDED TO COVER RENTAL FOR MOUNTAIN GLACIER LLC.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40587

2013 Interdepartmental Transfers 3. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pct. 1-4 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1-4 Sanitation (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1-4 Sanitation in the amount of \$300,000.00 to fund disposal expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available pending approval of Salary Sweep, AI #40576, CC 9-10-13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 11:58 AM
Budget & Management	Obdett Calzada	09/06/2013 02:37 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 03:07 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/05/2013 04:37 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1-4 Sanitation

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(300,000.00)
TO:			
3-1100-432-00-121-001-0- 421	Pct. 1 Sanitation-	Disposal	75,000.00
3-1100-432-00-122-001-0- 421	Pct. 2 Sanitation-	Disposal	75,000.00
3-1100-432-00-123-001-0- 421	Pct. 3 Sanitation-	Disposal	75,000.00
3-1100-432-00-124-001-0- 421	Pct. 4 Sanitation-	Disposal	75,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund disposal expenditures for Pct. 1-4 Sanitation (\$75K for each Pct).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40605

2013 Interdepartmental Transfers 3. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pct. 1 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Pct. 1 Sanitation (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1 Sanitation in the amount of \$10,000.00 to fund estimated fuel expenditures through the month of September 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending Salary Sweep, AI #40576, CC 9-11-13

Attachments

Pct. 1 Sanitation fuel transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:47 PM
Budget & Management	Obdett Calzada	09/06/2013 04:20 PM
Manuel Chapa	Manuel Chapa	09/06/2013 04:34 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 01:34 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 Sanitation

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(10,000.00)
TO:			
3-1100-432-00-121-001-0- 626	Pct. 1 Sanitation-	Gasoline/Diesel	10,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund estimated fuel expenditures through the month of Sept. 2013.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40612

2013 Interdepartmental Transfers 3. C.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pct. 1 Rd. Maint. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Pct. 1 Rd. Maint (1200):

Approval of 2013 interdepartmental transfer from Adm., program #004, to Rd. Maint, program #005 in the amount of \$27,500.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-12X-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9-6-13

Attachments

Pct. 1 Rd. Maint, transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:45 PM
Budget & Management	Obdett Calzada	09/06/2013 04:26 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 05:06 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 02:46 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-121-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1200-431-00-121-004-0- 113	Pct. 1 Adm.-	Reg. F/T Employees	(25,600.00)
3-1200-431-00-121-004-0- 220	Pct. 1 Adm.-	FICA	(1,900.00)
TO:			
3-1200-431-00-121-005-0- 672	Pct. 1 Rd. Maint.-	Equip. & Veh. R & M Supplies	19,500.00
3-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R & M Supplies	8,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund equip. & veh r & m supplies & r & b r & m supplies. Funds taken from lapsed Salaries & FICA, as approved by DBM management.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-40597

2013 Interdepartmental Transfers 3. D.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Angela Garcia, COMM.
PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Border Road (1200):

Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint. into Pct 2 Border Road in the amount of \$70,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-006-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds will be available pending CC Approval AI-40426 (09/10/2013).

Attachments

inter transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/06/2013 10:51 AM
Angela Garcia (Originator)	Angela Garcia	09/06/2013 11:13 AM
Budget & Management	Obdett Calzada	09/06/2013 11:29 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Angela Garcia		Started On: 09/06/2013 10:31 AM
	Final Approval Date: 09/06/2013	

AI-40426

2013 Interdepartmental Transfers 3. E.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Erika Zamora, COMM.
PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200):

Approval of 2013 interdepartmental transfer from various Pct 2 Rd projects into Pct 2 Rd Maint in the amount of \$394,868.34.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in various rd projects as of 9/5/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	09/05/2013 01:12 PM
Budget & Management	Obdett Calzada	09/05/2013 01:26 PM
Obdett Calzada	Obdett Calzada	09/06/2013 02:30 PM
Manuel Chapa	Manuel Chapa	09/06/2013 03:07 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Erika Zamora		Started On: 08/27/2013 05:12 PM
	Final Approval Date: 09/06/2013	

DATE: September 3, 2013

DEPARTMENT HEAD: Commissoner Hector Palacios

2013
Interdepartmental Transfer



DEPARTMENT NAME: Hidalgo County Precinct #2 Rd Maint

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1200-431-00-122-047-0- 711	Pct 2 McColl Offsite Drng-Thomas FROW	(3,208.46)
3-1200-431-00-122-047-0- 733	Pct 2 McColl Offsite Drng-Thomas F Drainage Ditches	(4,611.98)
3-1200-431-00-122-049-0- 731	Pct 2 Tower Rd (Owassa-Alamo Cty Roads	(173,119.87)
3-1200-431-00-122-051-0- 731	Pct 2 El Gato Rd (W Alamo-Tower) Roads	(116,151.68)
3-1200-431-00-122-051-0- 841	Pct 2 El Gato Rd (W Alamo-Tower) Aid to Govt Agency	(21,862.50)
3-1200-431-00-122-052-0- 711	Pct 2 El Dora Rd(Retama-Cesar Cha ROW	(5,675.00)
3-1200-431-00-122-052-0- 731	Pct 2 El Dora Rd(Retama-Cesar Cha Roads	(38,614.91)
3-1200-431-00-122-262-0- 731	Pct 2 BCAP Esperanza Est S/D Roads	(2,326.44)
3-1200-431-00-122-596-0- 731	Pct 2 BCAP Rancho Escondido S/D Roads	(1,218.00)
3-1200-431-00-122-900-0- 733	Pct 2 Morningside Offsite ICA SJ/Al Drainage Ditches	(28,079.50)
TO		
3-1200-431-00-122-006-0- 890	Pct 2 Rd Maint Other	394,868.34
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund Precinct 2 Road Projects and operating expenditures.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-40604

2013 Interdepartmental Transfers 3. F.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Pct. 3 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Pct. 3 Sanitation (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 3 Sanitation in the amount of \$20,000.00 to fund equip. & veh. r & m supplies expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of Salary Sweep, AI #40576, CC 9-10-13

Attachments

Pct. 3 Sanitation transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:34 PM
Budget & Management	Obdett Calzada	09/06/2013 04:20 PM
Manuel Chapa	Manuel Chapa	09/06/2013 04:36 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 01:18 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 Sanitation

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(20,000.00)
TO:			
3-1100-432-00-123-001-0- 672	Pct. 3 Sanitation-	Equip. & Veh. R & M Supplies	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund equip. & veh r & m supplies, as requested by Pct. 3 staff.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40409

2013 Interdepartmental Transfers 3. G.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's Office:

Approval of interdepartmental transfer from Fire Marshal (300-001) to Edinburg F.D. (300-006) in the amount of \$45,000.00 and Weslaco F.D. (300-019) in the amount of \$45,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-422-x0-300-0xx-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 9/3/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:39 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Sulema Cavazos		Started On: 08/27/2013 10:32 AM
	Final Approval Date: 09/06/2013	

DATE: September 4, 2013

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 3-1100-422-X0-300-0XX-0-XXX

CONTACT PERSON: SULEMA Telephone No: 956-318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
3-1100-422-10-300-001-0-890	OTHER	(90,000.00)
TO:		
3-1100-422-20-300-006-0-841	EDINBURG FD-AID TO GOVERNMENT AGENCY	45,000.00
3-1100-422-20-300-019-0-841	WESLACO FD-AID TO GOVERNMENT AGENCY	45,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: TO PAY THE RURAL CALLS TO EDINBURG AND WESLACO FIRE DEPARTMENTS FOR AID


DEPARTMENT HEAD SIGNATURE

9/04/2013
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40585

2013 Interdepartmental Transfers 3. H.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Adult Probation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Adult Probation (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Adult Probation in the amount of \$28,150.00 to fund estimated year-end electricity expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Average monthly electricity expenditures is \$7,700.00/month; estimated funding amount is for the months of Sept.-Dec. 2013 (4 months).

Funds available pending CC approval of G/F Salary Sweep (AI #40576, CC 9-10-13)

Attachments

Adult Prob. transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 11:43 AM
Budget & Management	Obdett Calzada	09/06/2013 02:36 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/05/2013 04:26 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Adult Probation

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(28,150.00)
TO:			
3-1100-423-00-320-001-0- 622	Adult Prob.-	Electricity	28,150.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund estimated year-end electricity expenditures for the months of Sept.-Dec. 2013 (4 months)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40583

2013 Interdepartmental Transfers 3. I.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Facilities Mgmt Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Facilities Mgmt (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Facilities Mgmt in the amount of \$80,000.00 to fund electricity expenditures for the month of August 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-41X-X0-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending Salary Sweep, AI #40576, CC 9-10-13

Attachments

Facilities Mgmt transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 11:36 AM
Budget & Management	Obdett Calzada	09/06/2013 02:36 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/05/2013 04:14 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Mgmt

ACCOUNT NUMBER: 3-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(80,000.00)
TO:			
3-1100-419-40-220-001-0- 622	Facilities Mgmt-	Electricity	80,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund electricity expenditures for the month of August 2013.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40579

2013 Interdepartmental Transfers 3. J.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Juvenile Detention Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Juvenile Detention (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Juvenile Detention in the amount of \$27,000.00 to fund estimated electricity expenditures through the month of September 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-XX-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of Salary Sweep, AI #40576, CC 9-10-13

Attachments

Juvenile transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 11:26 AM
Budget & Management	Obdett Calzada	09/06/2013 11:31 AM
Obdett Calzada	Obdett Calzada	09/06/2013 02:35 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 03:38 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/05/2013 03:52 PM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juvenile Detention HM

ACCOUNT NUMBER: 3-1100-4XX-XX-XXX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(27,000.00)
TO:			
3-1100-423-32-330-001-0- 622	Juv. Det HM-	Electricity	27,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund estimated electricity expenditures through the month of September 2013.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40592

2013 Interdepartmental Transfers 3. K.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: TX Agrilife Ext. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 TX Agrilife Ext (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to TX Agrilife Ext. in the amount of \$9,950.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of Salary Sweep, AI #40576, CC 9-10-13

Attachments

TX Agrilife Ext transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:34 PM
Budget & Management	Obdett Calzada	09/06/2013 04:16 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 04:45 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 09:40 AM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for TX Agrilife Extension

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(9,950.00)
TO:			
3-1100-461-00-380-001-0- 432	TX Agrilife Ext.-	Equip. & Veh. R & M Svcs	2,000.00
3-1100-461-00-380-001-0- 583	TX Agrilife Ext.-	Out of Co. Travel	2,500.00
3-1100-461-00-380-001-0- 584	TX Agrilife Ext.-	Registration Fees	1,500.00
3-1100-461-00-380-001-0- 601	TX Agrilife Ext.-	Office & Computer Supplies	2,500.00
3-1100-461-00-380-001-0- 665	TX Agrilife Ext.-	Minor Computer Equipment	1,450.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-40594

2013 Interdepartmental Transfers 3. L.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: IT Countywide Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

IT Countywide (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to IT Countywide in the amount of \$20,000.00 to fund hardware maintenance support in relation to the Odyssey criminal justice system.

BACKGROUND

Maintenance support to be provided by Dell for 15 servers that make up the Odyssey criminal justice system.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-XXX-002-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of Salary Sweep, AI #40576, CC 9-10-13

Attachments

IT Co. Wide transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:34 PM
Budget & Management	Obdett Calzada	09/06/2013 04:17 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 09:51 AM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for IT
Countywide

ACCOUNT NUMBER: 3-1100-415-00-XXX-002-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(20,000.00)
TO:			
3-1100-415-00-200-002-0- 336	IT Countywide-	Computer Services	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund hardware maintenance support to be provided by Dell for fifteen (15) servers in relation to the Odyssey criminal justice system.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-40602

2013 Interdepartmental Transfers 3. M.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: JP Pct. 3 Plc. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 JP Pct. 3 Plc. 1 (1100):

Approval of 2013 interdepartmental transfer from the Co. Wide Adm.-Contingency to JP Pct. 3, Plc 1 in the amount of \$6,613.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of salary sweep, AI #40576, CC 9-10-13

Attachments

JP Pct. 3 Plc. 1 transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 03:34 PM
Budget & Management	Obdett Calzada	09/06/2013 04:19 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/06/2013 11:46 AM
	Final Approval Date: 09/06/2013	

DATE: September 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for JP Pct. 3 Plc. 1

ACCOUNT NUMBER: 3-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(6,613.00)
TO:			
3-1100-412-00-065-001-0- 442	JP Pct. 3 Plc. 1-	Equip. & Veh. Rentals	329.95
3-1100-412-00-065-001-0- 584	JP Pct. 3 Plc. 1-	Registration Fees	80.00
3-1100-412-00-065-001-0- 535	JP Pct. 3 Plc. 1-	Postage	300.00
3-1100-412-00-065-001-0- 550	JP Pct. 3 Plc. 1-	Printing & Binding	1,871.00
3-1100-412-00-065-001-0- 583	JP Pct. 3 Plc. 1-	Out of Co. Travel	1,300.00
3-1100-412-00-065-001-0- 661	JP Pct. 3 Plc. 1-	Minor Office Furniture & Equip.	2,732.05
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-40518

Planning Department 4. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 09-10-13

Pct 2 & 4 Cert Plat & Utility Status 09-10-13

Pct 3 Cert Plat & Utility Status 09-10-13

Pct 3 Water Service Availability 09-10-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:31 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Irma Castillo		Started On: 09/04/2013 11:07 AM
	Final Approval Date: 09/06/2013	

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS

	APPLICANT	APPLICATION NO.
1.	JESUS HERNANDEZ	1-10524
2.	SONIA CASTILLO	1-10486
3.	NOE VASQUEZ JR.	1-10523
	COMM. COURT: SEPTEMBER 10, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-10524

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jesus Hernandez

Address: 1211 W. Mile 14
Weslaco, Tx 78596

Phone: (956) 351-0662

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u> / /</u>	<u> / /</u>

Water Supplier: NAWSC

Utility Provider: M.V.E.C. AEP

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

Palos Rojos lot #1

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared; (Date approved 7/12/05);
- Yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Reiron);
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [Signature]);
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [Signature]);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-10524

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jesus Hernandez

Address: 1211 W. Mile 14
Weslaco, Tx 78596

Phone: (956) 351-0662

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Palos Rojos lot #1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Jesus Hernandez
Requesting Party (Signature)

8-30-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/30/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10524

Aug. 30, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

P3108-00-000-0001-00

[1] OWNER: HERNANDEZ, JESUS & MARIA

1211 W. MILE 14
WESLACO, TX 78596

Telephone No. 351-0662

[7] LEGAL DESC./NAME OF SUBDIVISION

PALOS ROJOS
LOT 1

LOCATION: 0 MILE 13 & FM 88

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES

44-MOBILE HOMES

[10] EST. COST OF CONST.: \$4,000

[5] SIZE OF STRUCTURE: 980 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES

[6] USE OF BUILDING: RES. ZONE X-44

NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' S. SIDE 7.5' CORNER SIDE 15'
FINISH FLOOR ELEV. 18" ABOVE TOP OF CURB

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO


Panel No. /Suffix: 0450C Pct: 1

Community No.: 480534

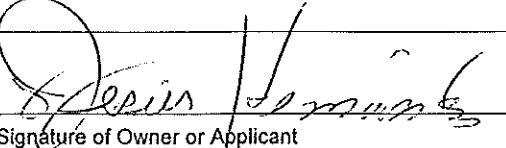
Certification of Elevation

Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.


Prepared by _____ Date 8/30/13

Jonathan Isidor
Approved by _____ Date 8/30/13


Signature of Owner or Applicant _____ Date 8/30/2013

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

General Warranty Deed**Date:** June 10, 2013**Grantor:** Ramiro Zamora, spouse of Linda Zamora; and Esmeralda Carmona, a single woman**Grantor's Mailing Address:**

Ramiro Zamora
3210 South Ash Street
Weslaco, Texas 78596
Hidalgo County

Linda Zamora
1701 Lott Road
Donna, TX 78537

Esmeralda Carmona
3260 South Ash Street
Weslaco, Texas 78596
Hidalgo County

Grantee: Jesus Hernandez, spouse of Maria Elizabeth Hernandez**Grantee's Mailing Address:**

Jesus Hernandez and Maria Elizabeth Hernandez
1211 West Mile 14
Weslaco, Texas 78596
Hidalgo County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

Lot(s) 1, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas and further recorded in Release of Lien recorded as document 2236067 of the Property Records of Hidalgo County Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

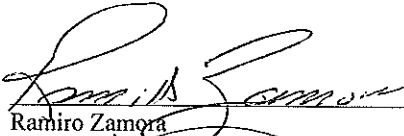
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

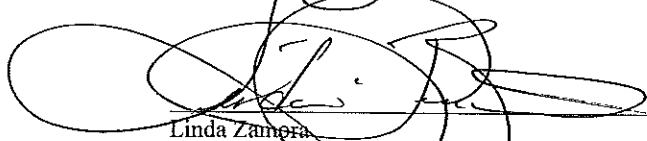
As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

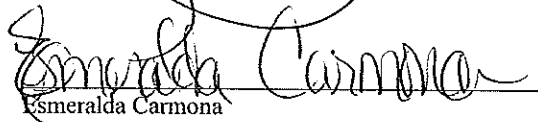
When the context requires, singular nouns and pronouns include the plural.



Ramiro Zamora



Linda Zamora



Esmeralda Carmona

COUNTY OF HIDALGO)

2013, by Ramiro Zamora

This instrument was acknowledged before me on June 10, 2013



Ms. Alma D. Garza
Notary Public, State of Texas
My commission expires: 03/01/2015

True Automation, Inc.

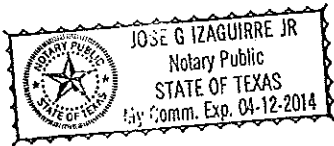
STATE OF TEXAS)

COUNTY OF HIDALGO)

2013, by Linda Zamora.

This instrument was acknowledged before me on JUNE 10, 2013

Jose G. Izaguirre Jr.
Notary Public, State of Texas
My commission expires: 4/12/2014



STATE OF TEXAS)

COUNTY OF HIDALGO)

2013, by Esmeralda Carmona

This instrument was acknowledged before me on June 10, 2013



Ms. Alma D. Garza
Notary Public, State of Texas
My commission expires: 03/01/2015

PREPARED IN THE OFFICE OF:

Law Office of Rene Segundo
P.O. Box 6808
5200 North McColl Road, Suite 3
McAllen, Texas 78502-6808
Tel: (956) 627-3742
Fax: (956) 720-0715

AFTER RECORDING RETURN TO:

Jesus Hernandez
1211 West Mile 14
Weslaco, Texas 78596

HIDALGO COUNTY APPRAISAL DISTRICT
PROPERTY 701444



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 2 3 4

Application No: 1-10480

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Sonia Castillo

Address: 1505 San Vicente St.
Weslaco TX 78596

Phone: (956) 647 3734

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 / 1</u>	<u>1 / 1</u>

Water Supplier: North alamo water supply

Utility Provider: M.V.E.C. AEP

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

El Obispo de lot # 57

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared; (Date approved 8/16/94);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Rivera);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by HP);
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by HP);
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by HP);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by HP);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-10486

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Sonia Castillo
Address: 1505 San Vicente N.
Weslaco Tx. 78596
Phone: (956) 647-3734

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

El Obispaado lot # 57

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
 Owner of lot in subdivision
 Resident of lot in a subdivision
 Entity that provides utility service

Sonia Castillo
Requesting Party (Signature)

8-28-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
 Executory Contract
 Lease
 Rent Receipt
 Affidavit
 Other (describe) Permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/4/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10486
Aug. 13, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

E4560-00-000-0057-00

[1] OWNER: CASTILLO, JULIA
CASTILLO, SONIA
1609 SAN VICENTE N.
WESLACO TX 78596

[7] LEGAL DESC./NAME OF SUBDIVISION
EL OBISPADO LOT 57

Telephone No.

LOCATION: 0 MILE 6 & MILE 14

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[10] EST. COST OF CONST.: \$5,000

[5] SIZE OF STRUCTURE: 348 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE C-29

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04502 Pct: 0

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by [Signature] Date 8/13/13

Approved by JONATHAN ISORRO Date 8/12/13

Signature of Owner or Applicant [Signature] Date 8-13-13

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED

Date: November 6, 2012

Grantor: BREAD OF LIFE CHURCH

Grantor's Mailing Address: 2820 N. Conway Avenue
Mission, Hidalgo County, Texas 78574

Grantee: JULIA CASTILLO and SONIA CASTILLO, as their sole and separate property and estate.

Grantor's Mailing Address: 1609 San Vicente Norte
Weslaco, Hidalgo County, Texas 78596

Consideration: Ten and No/100THS (\$10.00) Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property: Lot 57, El Obispado Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map thereof recorded in Volume 29, Page 117, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

SAVE AND EXCEPT, all oil, gas, and other minerals in, on, under, or that may be produced from the above described land which have been reserved or conveyed by prior owners in documents recorded in the office of the Hidalgo County, Clerk.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT TO any and all reservations, restrictions, covenants, conditions, easements and oil and gas leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the above described property.
2. Standby fees, taxes and assessments by any taxing authority for the year 2008 and subsequent years.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have

and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from exceptions Warranty.

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

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title on this property.

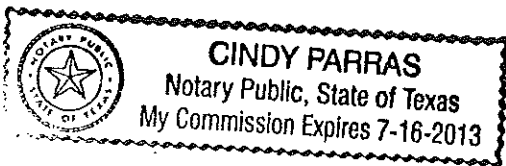
Antonio Montes

ANTONIO MONTES, REPRESENTATIVE FOR
BREAD OF LIFE CHURCH

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 6th day of November 2012, by Antonio Montes, Representative for Bread of Life Church, to certify which witness my hand and official seal.



Cindy Parras
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7-16-2013

AFTER RECORDING RETURN TO:

LAW OFFICE OF JUAN E. GONZALEZ
3110 E. BUS. HWY 83
WESLACO, TEXAS 78596
956/447-5585



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-10523

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Noe Vasquez, Jr.
Berta H. Valdez

Address: P.O. Box 516
Donna, TX.
78537

Phone: 363-2430

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u> / / </u>	<u> / / </u>

Water Supplier: NAWSC

Utility Provider: M.V.E.C. AEP

Account/ESI No.: NIA
 Temporary Pole Permanent Service

regarding the land described as: Sunset Valley Ph. #2 lot # 67

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared; (Date approved 8/9/13);
- Yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Pecina);
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [Signature]);
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [Signature]);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Westlaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-10523

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Berta A. Valdez
Address: P.O. Box 516
Donna, TX. 78537
Phone: 363-2430

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Sunset Valley Ph. #2 lot # 67

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Berta A. Valdez 8-30-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9 / 4 / 13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10523

Aug. 30, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S7658-02-000-0067-00

[1] OWNER: VASQUEZ, NOE JR.
VALDEZ, BERTA A.
PO BOX 516
DONNA TX 78537

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY PH 2 LOT 67

Telephone No. 363-2430

LOCATION: 0 MIDWAY & STITE

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[10] EST. COST OF CONST.: \$7,000

[5] SIZE OF STRUCTURE: 768 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE X-29

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' READ:15' SIDES:6'
MIN. ELEV. ABOVE TOP CENTERLINE OF ST. 18"

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by [Signature] Date 8/30/13

OTHER _____
TOTAL AMOUNT \$30.00

Approved by [Signature] Date 8/30/13

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 04500 Pct: 0

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

Signature of Owner or Applicant Berta A. Valdez Date 8-30-2013

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

DEED OF TRUST

Date: August 26, 2013

Grantor: Noe Vasquez, Jr. and Berta A. Valdez
Grantor's Mailing Address (including county):
P.O. Box 516
Donna, Texas 78537
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Sandoval Development, L.P., a Texas Limited Partnership
Beneficiary's Mailing Address:

605 N. Main Street, Suite C
Donna, Texas 78537

Note:

Date: August 26, 2013
Amount: Twenty-Nine Thousand and 0/100 Dollars (\$29,000.00)
Maker: Noe Vasquez, Jr. and Berta A. Valdez

Payee: Sandoval Development, L.P., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 67, Sunset Valley Subdivision, Phase 2, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2438290

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 7, 2012, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2312955;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Sun Valley Subdivision, Phase 2, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2438290; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. **Payment.** Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such

Grantor represents that this deed of trust and the note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust. If directed by Beneficiary, Trustee may sell part of the Property at foreclosure sale and such sale will not exhaust Beneficiary's rights under this Deed of Trust or prohibit Trustee from later selling at foreclosure the balance of the Property under the terms of this Deed of Trust.

13. Due on Sale. In the event that a sale or conveyance is made of all or any portion of the Property without the prior written consent of Beneficiary to said sale, then Beneficiary may at its election accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is given within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

14. Notices. All notices given by Grantor or Beneficiary in connection with this Deed of Trust must be in writing. Any notice to Grantor in connection with this Deed of Trust shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be Grantor's Mailing Address unless Grantor has designated a substitute notice address by notice to Beneficiary. Grantor shall promptly notify Beneficiary of Grantor's change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

16. Reinstatement. Grantor appoints Beneficiary, its successors and assigns, as Grantor's attorney-in-fact to sign reinstatement agreements reinstating the Note as an installment note in the event it has been accelerated. Beneficiary's authority as Grantor's attorney-in-fact is limited to the authority to execute one or more of such reinstatement agreements on Grantor's behalf. This power of attorney is coupled with an interest and may not be revoked by Grantor until the Note is paid in full. Nothing in this paragraph shall obligate Beneficiary to reinstate the Note after acceleration, the decision of whether or not to reinstate the Note being within Beneficiary's sole discretion.

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

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Noe Vasquez, Jr.
Noe Vasquez, Jr.

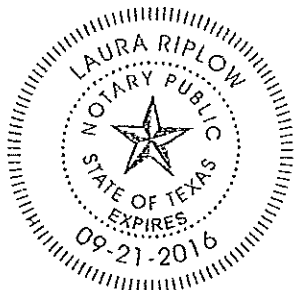
Berta A. Valdez
Berta A. Valdez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th day of August, 2013, by Noe Vasquez, Jr.

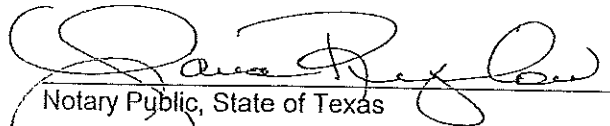
[Signature]
Notary Public, State of Texas



(Acknowledgment)

as
Hidalgo

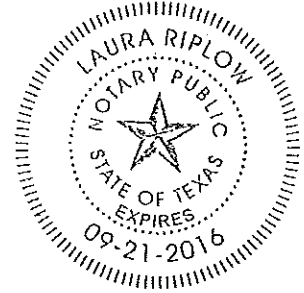
Instrument was acknowledged before me on the 26th day of August, 2013, by Berta A. Valdez.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sandoval Development, L.P.
605 N. Main Street, Suite C
Donna, Texas 78537

Software by ReMerge-It, LLC
(956) 630-9401
www.ReMerge-It.com

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Alamo Days Trade dba Camino Real Builders	4-12584
2.	Lorena Castillo	4-12714
3.	María M. Nacienceno	4-12727
4.	Rosalio Solis C/O Dalia E. Solis	4-12728
	COMM. COURT: Sept. 10, 2013	



PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-12584

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Alamo Days Trade DBA
Camino Real Builders
S DBA GREU Construction

Address: 4116 Nightshade Ave
McAllen TX 78504

Phone: 956 992 9501

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>[Signature]</u>
Inspection/Permit No: _____	Authorized Signature _____	Authorized Signature _____
Date Approved: _____	<u>1 / 1</u>	<u>Sewer</u> <u>9 / 13 / 13</u>

Water Supplier: Sharyland Water Supply

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 231674-090
 Temporary Pole Permanent Service

regarding the land described as:

Lot 20 La Puerta Subdivision /

on August 29, 2013, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-10-13);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
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956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 1-12584

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Camino Real Builders

Address: 4116 Nightshade Ave
McAllen TX 78504

Phone: 950 992 9501

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 20 La Puerta Subdivision / 3105 La Puerta Ave McAllen TX 78541

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

[Signature]
Requesting Party (Signature)

08/29/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/04/13
Date

[Signature]
County Official

CHARGE TO: VLTC

GF# 134867

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 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.

**State Bar of Texas Form
SPECIAL WARRANTY DEED**

DATE: July 8, 2013

GRANTOR: LONE STAR NATIONAL BANK

GRANTOR'S MAILING ADDRESS (including county): 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

GRANTEE: ALAMO DAYS TRADE INC. DBA CAMINO REAL BUILDERS

GRANTEE'S MAILING ADDRESS (including county): 4116 Nightshade Ave., McAllen, Hidalgo County, Texas 78504

CONSIDERATION: Ten and No/100ths (\$10.00) Dollars and other good and valuable consideration.

PROPERTY:

All of Lot 20, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62-67, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and heirs to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The property is sold as is, and with all faults. Grantor makes no representations or warranties whatsoever, either express or implied or statutory, relating to the property or any portion thereof, or its condition, including without limitation, any representation or warranty described in Exhibit "B" attached hereto and made a part hereof for all purposes.

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

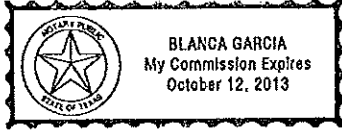
LONE STAR NATIONAL BANK

BY: [Signature]
NAME: DAVID DEANDA
ITS: President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 12th day of July, 2013, by S. David Deanda, President of LONE STAR NATIONAL BANK, a national banking association, on behalf of said association.



Blanca Garcia
Notary Public, State of Texas
Notary's Printed Name: Blanca Garcia
Commission Expires: October 12, 2013

AFTER RECORDING RETURN TO:
Mr. Michael Pavon
Alamo Days Trade, Inc.
4116 Nightshade Ave.
McAllen, Texas 78501

PREPARED IN THE OFFICE OF:
Law Office of Michael J. Daley, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(113-5906)

EXHIBIT "A"

Annual maintenance charge and/or current assessments as set forth in instrument dated August 25, 2006, filed August 25, 2006 under Document Number 2006-1656038, Official Records, Hidalgo County, Texas.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of La Puerta Subdivision Phase 1, recorded in Volume 51, Pages 62 thru 67, Map Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas. Said easement was conveyed unto South Texas Electric Cooperative, Inc., by instrument dated July 10, 2009, filed July 14, 2009 under Document Number 2009-2016222, Official Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hugh Kirkpatrick, individually and as Independent Executor of the Estate of Irene Moncrief Kirkpatrick, deceased, as Lessor, and Norman E. Graham, as Lessee, dated March 15, 1977, recorded in Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Extension as shown by instrument filed September 21, 1977, recorded under Document Number 28623, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hidalgo County Water Control & Improvement District No. 1, as Lessor, and Norman E. Graham, d/b/a Norman E. Graham Oil & Gas Company, as Lessee, dated November 3, 1977, recorded in Volume 371, Page 705, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between James Thomas Glenn, Jr. and wife, Shirley Ann Glenn, as Lessor, and J.M. Huber Corporation, as Lessee, dated March 31, 1981, recorded in Volume 404, Page 342, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Water Service Agreement in favor of Sharyland Water Supply Corporation as shown by instrument dated March 21, 2006, filed March 24, 2006 under Document Number 2006-1594175, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in instrument executed by Hidalgo County Irrigation District No One, dated August 4, 2008, filed August 12, 2008 under Document Number 2008-1918208, Official Records of Hidalgo Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated July 3, 1984, recorded in Volume 2006, Page 448, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated November 22, 1996, filed November 25, 1996, under Document Number 564395, Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Restrictive covenants dated August 25, 2006, filed August 25, 2006, under Document Number 2006-1656038 and amendment dated May 11, 2010, filed June 8, 2010 under Document Number 2010-2109516, Official Records and Volume 51, Pages 62 thru 67, Map Records of Hidalgo County, Texas.

Taxes for the year 2013 and subsequent years which Grantee herein assumes and agrees to pay.

EXHIBIT "B"

"AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USE IN THE CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OR DRAINAGE, WATER LEAKS WATER DAMAGE, MOLD OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OR ANY IMPROVEMENTS. GRANTEE ALSO ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS MADE ON AN "AS IS, WHERE IS", "WITH ALL FAULTS" CONDITION AND BASIS. GRANTEE'S ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS HEREOF SHALL BE EVIDENCED BY GRANTEE'S RECORDING OF THIS SPECIAL WARRANTY DEED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12584

Jul. 15, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

L1770-01-000-0020-00

[1] OWNER: LONE STAR NTL BANK

4116 NIGHTSHADE AVE.
MCALLEN, TX. 78504

Telephone No. 460-0286

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 20

LOCATION: 0 17 1/2 & ROOTH

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$120,000

[5] SIZE OF STRUCTURE: 2,460 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES.ZONE-X

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT **\$30.00**

Light [X] Water [X]

Flood Zone: NO 03050. Pct: 4
Panel No. /Suffix: 03050.

Community No.: 030301

Certification of Elevation
Required: ___ YES NO ___ BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[Signature]
Prepared by

7-15-13
Date

[Signature]
Approved by

7-07-13
Date

[Signature]
Signature of Owner or Applicant

7-15-13
Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-12714

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Lorena Castillo

Address: 2511 Imperial Lrv
Edinburg Tx 78542

Phone: (361)756-5384

Approved by Environmental Health:	Temporary Service	Final Service
	<u>MK</u> Authorized Signature	<u>MK</u> Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>/ /</u>	<u>/ /</u>

Water Supplier: N/A

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 275509
 Temporary Pole Permanent Service

regarding the land described as: Palace station #2 lot 42

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 1-12-07);

(verified by Lorena Castillo);

(verified by Raul Sesin);

(verified by Raul Sesin);

(verified by Lorena Castillo);

Lorena Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: U-12714

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Lorena Castillo

Address: 2511 Imperial Ln

Phone: (361) 756-5384

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Peace Station #2 Lot 42

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Lorena Castillo
Requesting Party (Signature)

9/03/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/10/13
Date

Lorena Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12714
Aug. 28, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P0024-02-000-0042-00

[1] OWNER: CASTILLO, LORENA

2511 IMPERIAL LN.
EDINBURG, TX. 78542

Telephone No. -

[7] LEGAL DESC./NAME OF SUBDIVISION
PALACE STATION #2 LOT 42

361-756-5384

LOCATION: 0 CANTON & TOWER

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[10] EST. COST OF CONST.: \$7,000

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES,ZONE-C

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV,
18" FROM STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

Glenn Castillo
Prepared by

8/28/13
Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04250 Pct: 4

Community No.: 180334

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Rudy Rios
Approved by

8/27/13
Date

Lorena Castillo
Signature of Owner or Applicant

8/28/13
Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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 with Vendor's Lien

1. Date: August 16, 2013
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: LORENA CASTILLO
5. Grantee's Mailing Address: 94 N. Willow Avenue, Roma, Texas 78584
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Thirty Fived Thousand Four Hundred and No/100ths Dollars (\$35,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.
7. Property: Lot Forty-Two (42), Palace Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 40-42, Map Records of Hidalgo County, Texas;
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
 - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
 - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
 - C. Anything an on-the-ground A-1 survey would reveal.
 - D. The taxes for the year 2013 and subsequent years.
 - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
 - F. Restrictive covenants of record under Document # 1729374, Official Records, Hidalgo County, Texas.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.
10. Prior Liens: Deed of Trust recorded under Document No. 1724095, Official Records, Hidalgo County, Texas
11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

- 12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
- 16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

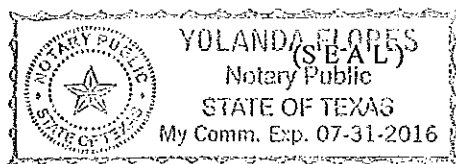
By: [Signature]
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 16th day of Aug, 2013, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.



[Signature]
Notary Public, State of Texas
My Commission Expires: 7-31-2016

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 9-12727

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Maria M. Nacionena

Address: 10407 Monte Cristo Rd.
Edinburg TX 78542

Phone: (956) 314-3231

Approved by Environmental Health:	Temporary Service	Final Service
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>/ /</u>	<u>/ /</u>

Water Supplier: N.A.W.S.C.

Utility Provider: M.V.E.C. AEP

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

EVERGREEN VALLEY ESTATES PH III Lot #4

on Sep., 2013, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 3-10-07)
(verified by [Signature])

(verified by [Signature]);

(verified by [Signature]);
(verified by [Signature])

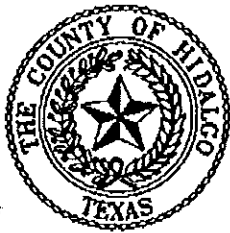
[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-12727

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Maria M. Nacianceno

Address: 10407 Monte Cristo Rd.
Edinburg Tx 78542

Phone: (956) 314-3231

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

EVERGREEN VALLEY EST. PH III LOT#41

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Maria M. Nacianceno
Requesting Party (Signature)

8/4/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/10/13
Date

Howe Castillo
County Official

Charge to: VLJC
OFF 135203

XO/ct
13-225

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.

WARRANTY DEED

Date: July 30, 2013

Grantors: MIGUEL A. SALINAS and wife, CECILIA SALINAS

Grantors' Mailing Address: 15619 East Mile 20 Road
Edinburg, Texas 78542
Hidalgo County

Grantees: JOSE ALBERTO NACIANCENO and wife, MARIA MAGDALENA NACIANCENO

Grantees' Mailing Address: 10407 Monte Cristo Road
Edinburg, Texas 78542
Hidalgo County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 41, EVERGREEN VALLEY ESTATES PHASE III, Hidalgo County, Texas, according to the map recorded in Volume 52, Pages 135-138, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

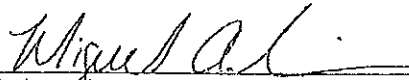
Reservations from Conveyance and Exceptions to Conveyance and Warranty:

- a. Statutory easements, rules, regulations and rights in favor of Delta Lake Irrigation District.
- b. Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Evergreen Valley Estates Phase III, recorded in Volume 52, Pages 135-144, Map Records of Hidalgo County, Texas.
- c. Easements for canals, laterals and drainage ditches as shown by instrument dated February 1, 1928, recorded in Volume 275, Page 507, Deed Records of Hidalgo County, Texas.
- d. Easement in favor of Willacy County Water Control and Improvement District No. 1 as shown by instrument dated April 14, 1938, recorded in Volume 449, Page 318, Deed Records of Hidalgo County, Texas.
- e. Agreement by and between Willacy County Water Control and Improvement District No. 1 and W.A. Harding, et al as shown by instrument dated June 30, 1946, recorded in Volume 616, Page 1, Deed Records of Hidalgo County, Texas.
- f. Water Rights Transfer Agreement in favor of Rio Farms, Inc. as shown by instrument dated May 30, 1962, recorded in Volume 1064, Page 435, Deed Records of Hidalgo County, Texas.
- g. Right of way easement in favor of Willacy County Water District No. 1 as shown by instrument dated June 7, 1938, recorded in Volume 443, Page 438, Deed Records of Hidalgo County, Texas.
- h. Right of way in favor of Willacy County Water District No. 1 as shown by instrument dated June 7, 1938, recorded in Volume 443, Page 440, Deed Records of Hidalgo County, Texas.
- i. Right of way easement in favor of Willacy County Water District No. 1 as shown by instrument dated June 8, 1939, recorded in Volume 455, Page 585, Deed Records of Hidalgo County, Texas.
- j. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of McCollom Oil Company, a Corporation, dated March 9, 1943, recorded in Volume 49, Page 87, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.
- k. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of La Gloria Corporation, dated July 1, 1944, recorded in Volume 65, Page 29, Oil and Gas Records of Hidalgo County, Texas.
- l. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of Pantano Petroleum Company, dated January 10, 1939, recorded in Volume 33, Page 570, Oil and Gas Records of Hidalgo County.
- m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of La Gloria Corporation, dated September 19, 1945, recorded in Volume 63, Page 229, Oil and Gas Records of Hidalgo County, Texas.
- n. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto in favor of Samson Lone Star Limited Partnership, dated March 13, 2006, filed May 11, 2006 under Document Number 2006-1614578, Official Records of Hidalgo County, Texas.

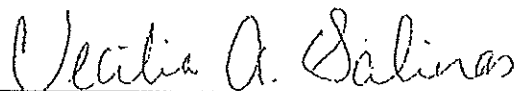
- o. Terms, stipulations and conditions contained in Memorandum of Oil and Gas Leases in favor of SouthTen Land Co., LLC as shown by instruments dated April 1, 2006, filed July 17, 2006 under Document Number 2006-1639728; dated April 1, 2006, filed July 17, 2006 under Document Number 1639729 and dated April 1, 2006, filed July 17, 2006 under Document Number 2006-1639730, Official Records of Hidalgo County, Texas.
- p. Mineral and/or royalty reservation contained in deed dated August 25, 1936, recorded in Volume 18, Page 377, Oil and Gas Records of Hidalgo County, Texas.
- q. Mineral and/or royalty reservation contained in deed dated March 19, 1927, recorded in Volume 246, Page 17, dated December 5, 1927, recorded in Volume 407, Page 565; dated October 20, 1969, recorded in Volume 1242, Page 917; dated August 21, 1980, recorded in Volume 1687, Page 493, Deed Records of Hidalgo County, Texas.
- r. Mineral and/or royalty reservation contained in deed dated March 21, 2007, filed April 10, 2007, under Document Number 2007-1744583, Official Records of Hidalgo County, Texas.
- s. All water rights and rights to water reserved as shown by instrument dated March 21, 2007, filed April 10, 2007, under Document Number 2007-1744583, Official Records of Hidalgo County, Texas.
- t. Visible and apparent easements on or across the property herein described.
- u. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and 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 exceptions to conveyance and warranty.

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



 MIGUEL A. SALINAS



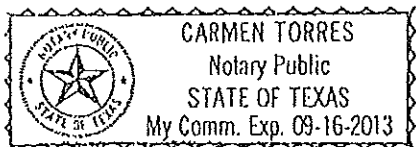
 CECILIA SALINAS

{Certificate of Acknowledgment}

STATE OF TEXAS *
 COUNTY OF HIDALGO *

Before me, a notary public in and for the state of Texas, on this day personally appeared MIGUEL A. SALINAS and wife, CECILIA SALINAS, who proved to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of July, 2013.





 Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
 PRESTIA & ORNELAS
 P. O. Box 876
 Edinburg, Texas 78540-0876
 (956) 383-6251

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12727

Aug. 30, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-03-000-0041-00

[1] OWNER: NACIANCENO, JOSE ALBERTO &
MARIA MAGDALENA
10407 MONTE CRISTO RD.
EDINBURG, TX. 78542

Telephone No. 314-3231

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-41

LOCATION: 0 SKINNER & MILE 19

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$50,000

[5] SIZE OF STRUCTURE: 194,376 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: NEW-RESIDENTIAL

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-50' REAR-73' WEST-30'
EAST-6' CORNER-30'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 980334 Pct: 4

Community No.: 0350-C

Certification of Elevation
Required: YES / NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Rodolfo Rios 8-30-13
Prepared by Date

Rodolfo Rios 8-30-13
Approved by Date

Maria M. Nacianceno 8/30/13
Signature of Owner or Applicant Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 9-12728

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Owner: Rosalva Solis
Name: Dalia E. Solis

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>Existing</u>
Date Approved:	<u>1 / 1</u>	<u>8 / 30 / 13</u>

Address: 131 Paseo del Sol
Alamo TX 78546

Water Supplier: North Alamo Water

Utility Provider: M.V.E.C. AEP

Phone: 929-9797

Account/ESI No.: NA
 Temporary Pole Permanent Service

regarding the land described as:

Rancho Escondido Lot # 37

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 9-13-08)
Rosalva Solis
(verified by Rosalva Solis)

(verified by [Signature])

(verified by [Signature])
(verified by [Signature])

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-12728

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: owner: Rosalio Solis

^{clo}
Name: Valia E. Solis

Address: 131 Paseo del Sol
Alamo, TX 78516

Phone: 956-929-9797

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Rancho Escondido Lot #37

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

^{owner}
X Rosalio Solis

^{clo}
Valia E. Solis
Requesting Party (Signature)

8/30/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/24/13
Date

Raul Castillo
County Official

252955

WARRANTY DEED

v. 3219: 361

Date: March 4, 1992

Grantor: VAL BAR LAND & DEVELOPMENT, INC.

Grantor's Mailing Address (including county):

1624 N. 10th Street, Suite 13, McAllen,
Hidalgo County, Texas 78501

Grantee: ROSALIO SOLIS

Grantee's Mailing Address (including county):

P.O. Box 373, San Juan,
Hidalgo County, Texas 78589-0373

Consideration: Cash and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot 37, Rancho Escondido, Hidalgo County, Texas, **SAVE AND EXCEPT** For Grantor and Grantor's successors, a reservation of all oil, gas, and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Reservations from and Exceptions to Conveyance and Warranty:

1. Only one residence per lot;
2. All construction shall be of new material;
3. The lot shall not be used except for residential purposes; except lots 86 thru 97 may be zoned commercial;
4. No existing house or building shall be moved onto the lot; except newly constructed homes;
5. No structure of a temporary character, trailer, tent, barn, or other such building shall be used on the lot at any time as a residence either temporarily or permanently;
6. No sign of any kind shall be displayed to the public view except one of not more than five square feet advertising the property for sale or rent;
7. No animals, livestock or poultry of any kind shall be kept, raised, or bred on the lot, except household pets may be kept provided that they are not kept, maintained or bred for commercial purposes;
8. Seller or other lot owners in the subdivision shall have the right at law or in equity to enforce these covenants against any person or persons violating any covenant either to restrain violations or recover damages;
9. No truck, bus, boat, or trailer shall be left parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, or trailer shall be parked on the front 25 feet of the driveway or Lot. Each house shall provide a covered carport or garage for parking of at least one car;
10. Owner shall keep lot clean of all trash and shall not allow his not to overgrow with grass or weedy vegetation above 18 inches, developer shall have the right to cut or plow and charge owner a reasonable fee therefor.

3219 REG 562

11. Such restrictions shall be binding and in effect until the first day of January, 2012.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

"NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY."

VAL BAR LAND & DEVELOPMENT, INC.

By: W.B. BarbEE
Name: W.B. BARBEE
It's: PRESIDENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 6th day of March, 1992, by W.B. BARBEE, PRESIDENT of VAL BAR LAND & DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Sherry Jeffers
Notary Public, State of Texas
Notary's Printed Name:
Sherry Jeffers
Notary's Commission Expires:
8/19/95



AFTER RECORDING RETURN TO:
VAL BAR LAND & DEVELOPMENT, INC.
1624 N. 10TH ST., STE. 13
MCALLEN, TEXAS 78501

PREPARED IN THE LAW OFFICES OF:
HENRICHSON & LEWIS
P.O. BOX 1258/100 EBONY LANE
EDINBURG, TEXAS 78540-1258

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12728

Aug. 30, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

R1060-00-000-0037-00

[1] OWNER: SOLIS, ROSALIO

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHO ESCONDIDO LOT 37

PO BOX 2058
SAN JUAN, TX 78589-7058

Telephone No. 929-9797

LOCATION: 0 495 & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[10] EST. COST OF CONST.: \$20,000

[5] SIZE OF STRUCTURE: 784 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
NO

[6] USE OF BUILDING: MOBILE-HOME RESIDENTIAL

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT \$60.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4

Community No.: 0425-0

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by [Signature] Date 8-30-13

Approved by [Signature] Date 8-30-13

Signature of Owner or Applicant [Signature] Date 8-30-13

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	JUAN M. GONZALEZ JR.	3-14039
2.	REYMUNDO SANDOVAL	3-14050
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: SEPTEMBER 10, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No:

3-14039
8/28/13

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Juan M Gonzalez Jr

Address: 7321 Buckhorn Dr
Mission TX
78572

Phone: (957) 222-8081

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	/ /	/ /

Water Supplier: Mud #1

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 100 327894-
 Temporary Pole Permanent Service

regarding the land described as:

Villa-Rama East Ph 2 Lot 342,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8/19/97);

(verified by Sandra Cantu
Sandra Cantu)

(verified by Sandra Cantu)

(verified by Sandra Cantu)

(verified by Sandra Cantu);

Sandra Cantu 8/28/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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956-968-4734
956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No:

3-14039
8/28/13

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Juan M. Gonzalez Jr

Address: 7221 Buckhorn Dr.
Mission TX, 78572

Phone: (956) 222-8081

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Villa-Rama East Ph 3 Lot 342

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Juan M. Gonzalez Jr
Requesting Party (Signature)

8/28/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/28/13
Date

Sandra Carter
County Official

The State of Texas,
County of HIDALGO

} Know All Men by These Presents:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS'S LICENSE NUMBER.

THAT Jose Guadalupe Cardenas

of the County of Hidalgo State of Texas

COPY
for and in consideration

of the sum of Ten and No/100 ----(\$10.00) ----- DOLLARS
And other Good and Valuable consideration.
to in hand paid by : Juan M. Gonzalez, Jr.
(a single person)

as follows:

Property (including improvements)
Villa-Rama East PH 3, Lot 342, An Addition to the City of Mission, Hidalgo County, Texas, as shown by the Map or Plat thereof recorded in Volume 32, Page 13, Map Records of Hidalgo County, Texas.
Information taken from Document No: 2163184, filed for the the record on 12-16-2010 @ 12:43 p.m.

ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
Juan M. Gonzalez, Jr.

whose mailing address is 4219 Wintex Lane ---- City of Mission 78572
of the County of Hidalgo State of Texas all that certain

Reservations From and Exceptions to Conveyance & Warranty:

See Exhibit "A", Attachment and part of this Warranty Deed.

NO TITLE OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THIS INSTRUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED BY THE PARTIES. THE PREPARER EXPRESSES NO OPINION ON THE TITLE OF THIS PROPERTY.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Juan M. Gonzalez, Jr.

heirs and assigns forever and do hereby bind

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Juan M. Gonzalez, Jr.

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS my hand at Mission, TEXAS
this 29th day of April, 2011.
Witness at Request of Grantor:

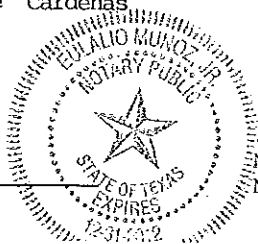
Jose G. Cardenas
Jose G. Cardenas

STATE OF TEXAS
COUNTY OF HIDALGO

(Acknowledgment)

This instrument was acknowledged before me on the 29th day of April, 2011
by Jose Guadalupe Cardenas

My commission expires:
December 31, 2012.



Eulalio Munoz Jr.
Notary Public, State of Texas
Notary's printed name: Eulalio Munoz, Jr.

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14039
Aug. 28, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V3440-03-000-0342-00

[1] OWNER: GONZALEZ, JUAN M JR.
7321 BUCKHORN DR

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 3 LOT 342
C-01

MISSION, TX 78572

Telephone No. 222-8081

LOCATION: 0 EXP 83 & SHOWERS

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$80,000

[5] SIZE OF STRUCTURE: 2,535 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/WALL REGULATIONS AND SETBACKS.
FRONT 20' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

FOR COUNTY USE ONLY
APPLICATION FEES

Sandra Carter

8/28/13

Prepared by

Date

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water []

Flood Zone: NO

Panel No. /Suffix: 0400C

Pct. 3

Community No.: 480334

Certification of Elevation

Required: YES NO BFE

R. Carter

8/27/13

Approved by

Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Juan M. Gonzalez

8/28/13

Signature of Owner or Applicant

Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



PLANNING DEPARTMENT

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-14050
9/3/13

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)


WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Reymundo Sandoval

Address: 812 Amarillo Dr
Sullivan City, TX
78595

Phone: (956) 321-6561

Approved by Environmental Health:	Temporary Service _____ Authorized Signature	Final Service  _____ Authorized Signature
Inspection/Permit No:	_____ Date Approved: <u> / / </u>	<u>Re-Install</u> <u>9/3/13</u>

Water Supplier: AGUA SUD

Utility Provider: J.M.V.E.C. MAEP

Account/ESI No.: 100327894
 Temporary Pole Permanent Service

regarding the land described as:

El Lucero Ph2 Lot 111

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-6-08);

(verified by Sandra Carter)
Sandra Carter

(verified by Sandra Carter)
Sandra Carter

(verified by Sandra Carter)
Sandra Carter

(verified by Sandra Carter)
Sandra Carter

Sandra Carter 9/3/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

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Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-14050

9/3/13

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Reymundo Sandoval
Address: 812 Amarillo Dr
Sullivan City, TX 78595
Phone: (956) 321-6561

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

El Lucero Ph2 Lot 111

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Reymundo Sandoval 9/3/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/3/13
Date

Sander Carter
County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

**WARRANTY DEED
WITH VENDOR'S LIEN**

DATE: May 10, 2013

GRANTOR: El Lucero Investments, LLC, a Texas Limited Liability Company

GRANTOR'S MAILING ADDRESS: 222 S. Pecan St., Rio Grande City, Texas 78582

GRANTEE: Reymundo Sandoval..

GRANTEE'S MAILING ADDRESS: 812 Amarillo Dr., Sullivan City, Texas 78595

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of \$25,500.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to Julia E. Moreno, Trustee.

PROPERTY: Lot 111, El Lucero Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Pages 132-134, Map Records, Hidalgo County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Deed of Trust dated February 15, 2008 filed for record in the Office of the County Clerk of Hidalgo County, Texas on February 26, 2008 as Document No. 1860114.

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than conveyances of the surface estate, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from the and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

No title examination was requested in connection with the preparation of this document nor was any made. The preparer expresses no opinion on title to this property.

El Lucero Investments, LLC, a Texas Limited Liability Company

By: Julia E. Moreno
Julia E. Moreno, President

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 10th, 2013 by Julia E. Moreno, President of El Lucero Investments, LLC, a Texas Limited Liability Company.



Bianca Kristine Peña
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Reymundo Sandoval.
812 Amarillo Dr.
Sullivan City, Texas 78595

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14050
Sep. 3, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E4395-02-000-0111-00

[1] OWNER: SANDOVAL, REYMUNDO
812 AMARILLO DR

SULLIVAN CITY, TX 78595
Telephone No. 321-6561

[7] LEGAL DESC./NAME OF SUBDIVISION
EL LUCERO PH 2 LOT 111
C-29

[2] CONTRACTOR: SELF

LOCATION: 0 EXP 83 & N EL PINTO RD

[3] WATER SYSTEM: AGUA

[8] SEWAGE: EXIST

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 1,190 Sq. Ft.

[10] EST. COST OF CONST.: \$14,000

[6] USE OF BUILDING: RES MOVE IN ZONE C

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' NORTHSIDE 10' SOUTHSIDE 6' REAR 35'
18 INCHES ABOVE TOP OF CURB.

FOR COUNTY USE ONLY APPLICATION FEES

Sandra Cantu 9/3/13
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

R. Carter 8/28/13
Approved by Date

Light [X] Water [X]

Flood Zone: NO D275B Pct: 3
Panel No. /Suffix: _____

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

[Signature] 9/3/13
Signature of Owner or Applicant Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	MEREGILDO G. OCHOA III	3-13840
2.	ELIDA ESPINOZA	3-9527
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: SEPTEMBER 10, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-13840

6/21/13

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Meregildo G. Ochoa III

Address: 2605 Mari Lee Ave

Mission, TX 78574

Phone: (956) 205-3576

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>3576</u>
Date Approved:	<u>1 / 1</u>	<u>9 / 13 / 13</u>

Water Supplier: Sharyland

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 100327894
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Lot 16, Basham Subdivision

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Sandra Cante 9/3/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-13840

6/21/13

AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Meregildo G. Ochoa III

Known to me [or proved to me in the oath of Texas Commercial Driver License or through ICDL# 28890181 (description of federal or state government ID card with photograph and signature)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Lot 16, Basham Subdivision.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

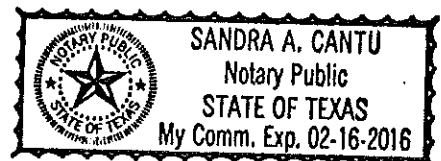
-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on September 3, 2013, to certify which, witnesses my hand and seal of office.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Chapter 232 Texas LGC Application

APPLICATION NO:
3-13840
Jun. 21, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

B1900-01-000-0016-00

[1] OWNER: OCHOA, CRISTINA
2605 MARILEE AVE.
MISSION TX. 78574
Telephone No. 205-3576

[7] LEGAL DESC./NAME OF SUBDIVISION
BASHAM #1 LOT 16
C-44

LOCATION: 2605 SCHUERBACK AND MILE 2 3/4

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: META

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV

[10] EST. COST OF CONST.: \$8,000

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES. M/H ZONE-C

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0400C Pct: 3

Community No.: LC80334

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Roy Carter
Prepared by 6/21/13
Date

Roy Carter
Approved by 6/20/13
Date

Cristina Ochoa
Signature of Owner or Applicant 6-21-13
Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

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.

General Warranty Deed

Date: SEPTEMBER 12, 2012

Grantor: ESEQUIEL ORTIZ, JR.

Grantor's Mailing Address: 1414 ENCANTADO
MISSION, TEXAS 78572
HIDALGO COUNTY

Grantee: MEREGILDO G. OCHOA, III and wife, CRISTINA NIETO aka CRISTINA OCHOA

Grantee's Mailing Address: 313 WEST ESPERANZA
MISSION, TEXAS 78574
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Lot Sixteen (16), BASHAM SUBDIVISION, an addition to the City of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 20, Page 12, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

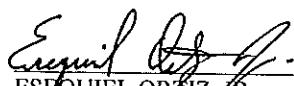
Exceptions to Conveyance and Warranty:

- a. Restrictive covenants as recorded in Volume 1578, Page 347, Deed Records of Hidalgo County, Texas.
- b. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
- c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 6, pursuant to applicable sections of the Texas Water Code.
- d. Rights or claims by Hidalgo County Irrigation District No. 6 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.
- e. Easements and reservations as shown according to the map or plat thereof recorded in Volume 20, Page 12, Map Records, Hidalgo County, Texas.
- f. Fifteen foot (15') utility easement across the rear as shown according to the map or plat thereof recorded in Volume 20, Page 12, Map Records of Hidalgo County, Texas.
- g. Leases for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 11, 1977, recorded in Volume 371, Page 151, dated November 10, 1977, recorded in Volume 371, Page 509, dated November 23, 1977, recorded in Volume 371, Page 701, dated March 2, 1982, recorded in Volume 413, Page 774 and dated March 25, 1982, recorded in Volume 413, Page 779, Oil and Gas Records of Hidalgo County, Texas.

- h. Leases for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 13, 1985, recorded in Volume 2130, Page 903, and dated March 12, 1985, recorded in Volume 2136, Page 602, Official Records of Hidalgo County, Texas.
- i. Leases for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 12, 2003, recorded under Document No. 1300534 and dated September 1, 2006, recorded under Document No. 1669601, Official Records of Hidalgo County, Texas.
- j. Memorandum of Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated May 1, 2004, recorded under Document No. 1378653, Official Records of Hidalgo County, Texas.
- k. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated January 5, 1971, recorded in Volume 1276, Page 658, Deed Records of Hidalgo County, Texas, which document contains the following language "Save and Except all oil, gas and other minerals not heretofore reserved, which are hereby reserved unto the Grantors, their heirs and assigns".
- l. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
- m. Zoning and building ordinances in favor of the City of Mission.

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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

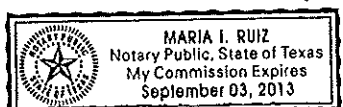
When the context requires, singular nouns and pronouns include the plural.


 ESEQUIEL ORTIZ, JR.

ACKNOWLEDGMENT

STATE OF TEXAS §
 COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 12th day of September, 2012, by ESEQUIEL ORTIZ, JR.




 NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
 SLUSHER & ASSOCIATES, PLLC
 4900 N. 10TH, STE, F-3
 McALLEN, TEXAS 78504
 GF# 122423824

AFTER RECORDING, RETURN TO:
 MEREGILDO G. OCHOA, III
 CHRISTINA METO aka CRISTINA OCHOA
 313 WEST ESPERANZA
 MISSION, TEXAS 78574



PLANNING DEPARTMENT

Rev. 02-19-1

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2/3 4

Application No: 3-9527
9/24/09

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Elida Espinoza

Address: 7114 Lantana
Blvd

Mission, TX 78574

Phone: 956-360-9463

Approved by Environmental Health:	Temporary Service _____ Authorized Signature	Final Service <u>Rebenters</u> Authorized Signature
Inspection/Permit No:	_____ Date Approved: <u>1 / 1</u>	<u>4378</u> <u>8/28/13</u>

Water Supplier: NA

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 100.327894-
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

El Flaco Chiquito Lot 127

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Sandra Monta 9/13/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2(3)4

Application No: 39527

AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Elida Elizabeth Espinosa - Espinosa

Known to me [or proved to me in the oath of Mexico Matricula Consular or through
#1092740 (description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

El Flaco Chiquito Lot 127"

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

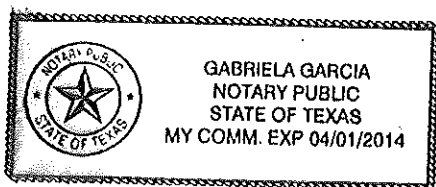
-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

[Signature]

(Signature)

SUBSCRIBED AND SWORN TO before me on Aug 28, 2013, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

State of Texas,
County of HIDALGO

} Know All Men by These Presents:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEXAS STANDARD FORM

THAT I, WENDY YADIRA AGUILA OJEDA 1515256
of the County of HIDALGO State of TEXAS for and in consideration
of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOODS AND VALUABLE DOLLARS
CONSIDERATION.
to me in hand paid by ELIDA ELIZABETH ESPINOZA AND NORA ELIA ESPINOZA
RT 33 BOX 2305
MISSION, TX 78574 as follows:

has^s Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said
ELIDA ELIZABETH ESPINOZA AND NORA ELIA ESPINOZA
whose mailing address is RT 33 BOX 2305 MISSION, TX 78574
of the County of HIDALGO State of TEXAS all that certain

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF HIDALGO, STATE OF TEXAS, DESCRIBED AS SUCH :

LOT 127 OF THE SUBDIVISION KNOWN AS EL FLACO CHIQUITO
(TAX ID #E4310-00-000-0127-00)

TO HAVE AND TO HOLD THE SAID PREMISES, TOGETHER WITH ALL RIGHTS PERMITTED, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING UNTO THE SAID GRANTEE ABOVE NAMED, THEIR HEIRS AND ASSIGNS FOREVER.


TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said ELIDA ELIZABETH ESPINOZA
NORA ELIA ESPINOZA

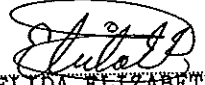
do hereby bind
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said
ELIDA ELIZABETH ESPINOZA AND NORA ELIA ESPINOZA

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS hand at MISSION, TX 78574
this 27th day AUGUST 2005

Witness at Request of Grantor:


WENDY YADIRA AGUILA OJEDA


ELIDA ELIZABETH ESPINOZA


NORA ELIA ESPINOZA

(Acknowledgment)

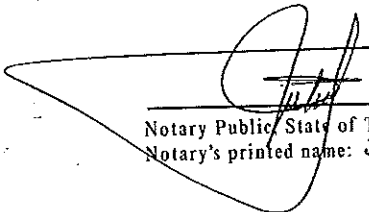
STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 27th day of AUGUST 2005
by WENDY YADIRA AGUILA OJEDA



My commission expires:

03-06-07


Notary Public, State of Texas
Notary's printed name: JOSE G SALINAS

Chapter 232 Texas LGC Application

APPLICATION NO:
3-9527
Sep. 24, 2009

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B, EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E4310-00-000-0127-00

[1] OWNER: ESPINOZA, ELIDA E & NORA E
1903 N MONTANA ST

[7] LEGAL DESC./NAME OF SUBDIVISION
EL FLACO CHIQUITO LOT 127
X-29

ALTON, TX 78573

Telephone No. 585-5489

LOCATION: 0 107 & WESTERN RD

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: LA J

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.

[10] EST. COST OF CONST.: \$15,000

[5] SIZE OF STRUCTURE: 880 Sq. Ft.


[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES MOVEIN ZONE X

Special Conditions: No construction allowed over any easements.

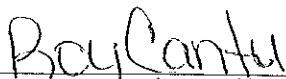
MUST COMPLY W/ALL REGULATIONS AND SETBACKS
FRONT 50' SIDES 6' REAR 15'
18 INCHES TOP OF CURB.

FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by

9/24/09
Date

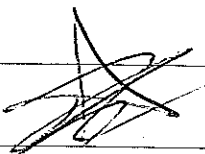
OTHER _____
TOTAL AMOUNT \$30.00


Approved by

9/24/09
Date

Light [X] Water []

Flood Zone: NO
Panel No. /Suffix: 0390D Pct: 3
Community No.: 480334


Signature of Owner or Applicant

9/24/09
Date

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

AI-40538

Comm. Court Executive Office 5. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to issue payment for court transcripts (USA v. Jorge Garza) to the following, in connection with two (2) pending litigation cases, with authority for County Treasurer to issue checks after review and auditing procedures are completed by County Auditor:

Vendor	Amount	Defendant (Co.) Attorney	Cause #
Exceptional Reporting Services, Inc.	\$2,400.00	Atlas, Hall & Rodriguez	Jurado et al v. Co.
Exceptional Reporting Services, Inc.	\$4,200.00	Law Office of Preston Henrichson	Perez v. Co.

BACKGROUND

3-1100-415-30-125-006-0-333

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-30-125-006-0-333

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 9-6-13

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:36 PM
Manuel Chapa	Manuel Chapa	09/06/2013 03:01 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Monica Badillo		Started On: 09/04/2013 03:23 PM
	Final Approval Date: 09/06/2013	



**Hidalgo County
Commissioners'
Court**

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7025 | P
(956) 292-7035 | F
www.co.hidalgo.tx.us | W

To: Ray Eufrazio, County Auditor

Attn: Esther Perez

From: Monica Badillo, Court Administrator

Date: August 28, 2013

Re: Request for check - Exceptional Reporting Services, Inc. - \$ 2,400.00

Transcript needed (USA v. Jorge Garza - (Sheriff's) in Connection w/
Ezequiel C. Jurado et.al Case

In connection with the above mentioned case, the attorney (Valorie C. Glass) representing the county has asked that we obtain a check to give as a deposit so that the court reporter can begin transcribing testimony needed for litigation defense.

Please process a check in the amount of \$ 2,400.00 payable as follows:

Exceptional Reporting Services, Inc.
PO Box 18668
Corpus Christi, Texas 78480-8668
(W-9 attached)

Thank you for your prompt attention to this matter.

Please hold check.

Attachments

ACCT. #3-1100-415-30-125-006-0-333

cc: Rosie
8/28/13



**Hidalgo County
Commissioners'
Court**

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7025 | P
(956) 292-7035 | F
www.co.hidalgo.tx.us | W

To: Ray Eufrazio, County Auditor

Attn: Esther Perez

From: Monica Badillo, Court Administrator *MB*

Date: August 28, 2013

Re: Request for check - Exceptional Reporting Services, Inc. - \$ 4,200.00

Transcript needed (USA v. Jorge Garza - (Sheriff's) in Connection w/ Jose & Maria Perez Case

In connection with the above mentioned case, the attorney (Preston Henrichson) representing the county has asked that we obtain a check to give as a deposit so that the court reporter, Richard Cortez can begin transcribing testimony needed for litigation defense.

Please process a check in the amount of \$ 4,200.00 payable as follows:

Exceptional Reporting Services, Inc.
PO Box 18668
Corpus Christi, Texas 78480-8668
(W-9 attached)

Thank you for your prompt attention to this matter.

Please hold check.

Attachments

ACCT. #3-1100-415-30-125-006-0-333

*cc: Lopez
8/28/13*

AI-40439

Comm. Court Executive Office 5. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Nora Linda Cruz, TX.
AGRILIFE EXT.
SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:

Requesting permission to allow Barbara Storz to travel out of state to Greensboro, North Carolina on September 15-19, 2013 to attend the 2013 National Goat Conference.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: n/a

FUNDS AVAILABLE Y/N?: n/a

MATCHING FUNDS Y/N?: n/a

BUDGETARY IMPACT:

No fiscal impact - travel will be taken care of by Texas A&M Crop Science Department.

Attachments

Travel Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/28/2013 03:59 PM
Auditor's Office	Obdett Calzada	09/06/2013 10:36 AM
Purchasing Department	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Nora Linda Cruz		Started On: 08/28/2013 02:27 PM
	Final Approval Date: 09/06/2013	



HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DEPARTMENT NAME: Hidalgo County Extension Service
DATE OF REQUEST: 08/28/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture

EVENT INFORMATION

TITLE OF EVENT: National Goat Conference
EVENT DATE(S) FROM: 09/16/13 TO: 09/18/13
DEPARTURE DATE: 09/15/13 RETURN DATE: 09/19/13
LOCATION OF EVENT: CITY: Greensboro STATE: North Carolina

PURPOSE OF TRAVEL

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Table with 4 columns: SUMMARY OF ESTIMATED TRAVEL EXPENSES, ESTIMATED EXPENSES, (DBM USE ONLY) FUNDS AVAILABLE BALANCE, MODE OF TRAVEL. Rows include Registration Fee, Airfare, Taxi Fare, Bus Fare, Rental Car, Gasoline/Diesel/Fuel, Mileage Reimbursement, Telephone Calls, Parking, Lodging, Meals, Other Expenses, and Total Estimated Travel Expenses.

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

This trip will be paid by Texas A&M Soil and Crop Science Department

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

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

I certify that:

Trips expenses are necessary and will be incurred for official county business.
[X] Reasonable efforts to minimize the use of county funds have been explored.
Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: Barbara Storz DATE: 8/28/13 DEPARTMENT CONTACT PERSON: Nora Linda Cruz PHONE NO.: 383-1026

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

TRAVEL IS APPROVED for the individuals listed below:

TRAVEL IS NOT APPROVED for the individuals listed below:

REVIEWED BY (PRINT NAME): Janie Alejos DATE: 8-29-13 REVIEWER'S SIGNATURE: Janie Alejos PHONE NO.: x 5407

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): DATE: SIGNATURE OF DBM DEPARTMENT HEAD:

2013 AUG 29 AM 8:27

HIDALGO COUNTY BUDGET OFFICE

A.I. 40439
9-10-13
* No fiscal impact to the County.

Nora Cruz

From: Barbara Storz
Sent: Thursday, August 15, 2013 1:10 PM
To: Nora Cruz
Subject: Urgent!! FW: 2013 National Goat Conference Registration Announcement

Nora Linda: Urgent - get me travel permission for this conference - need 30 days out of state!!!!
Barbara

Barbara Storz
Hidalgo County Extension Agent - Horticulture
Texas A&M AgriLife Extension Service
Phone: 956/383-1026
Fax: 956/383-1735
e-mail: b-storz@tamu.edu

"The land-grant university system is being built on behalf of the people, who have invested in these public universities their hopes, their support, and their confidence."~ Abraham Lincoln, July 2, 1862

From: John W. Smith
Sent: Thursday, July 25, 2013 2:47 PM
To: Barbara Storz
Subject: FW: 2013 National Goat Conference Registration Announcement

Would you want to go to the below on Texas SARE. Please talk to me before this is forwarded. If you can't go, we might offer to someone else.

Thanks!
js

From: mholcomb@kerrcenter.com [<mailto:mholcomb@kerrcenter.com>]
Sent: Wednesday, July 24, 2013 6:24 PM
To: Amanda Lucas; 'Amy Nichols'; Ayanava Majumdar ("Dr. A"); 'Barret Vaughan'; 'Bobby Williams'; 'Brian Calhoun'; 'Carlos Robles'; 'Carol Moore'; 'Cassel Gardner'; 'Cathy Sabota'; Chris Mullins; 'Clark Garland'; 'Dale Morton'; Diane E. Boellstorff; 'Edoe Agbodjan'; 'Elena Garcia'; Eric Bendfelt; 'Franklin Chukwuma'; 'Geoff Zehnder'; 'Heather Friedrich'; 'Janelle Malone'; 'Jason G. Warren'; 'John Mayne'; 'John O'Sullivan'; John W. Smith; 'Johnson, Tina'; 'Julia Gaskin'; katemd@uga.edu; Kathryn Fontenot; Kipp Brown; 'Lee Meyer'; 'Leslie Glover'; 'Luis R. Mejia-Maymi'; 'Marion Simon'; 'Mark Crenshaw'; 'Mark Latimore'; 'Monaghan, Kelly N'; Nelson Daniels; 'Robichaux, Chris'; 'Roy Bullock'; Rudy Pacumbaba, Jr.; 'Sarah Lovett'; 'Steve Washburn'; Swisher, Mickie; Terry Gipson
Cc: dredhage@kerrcenter.com
Subject: FW: 2013 National Goat Conference Registration Announcement

From: "Hill, James H." <hillj@fvsu.edu>
Date: July 24, 2013, 1:36:11 PM EDT
To: "dredhage@kerrcenter.com" <dredhage@kerrcenter.com>
Subject: 2013 National Goat Conference Registration Announcement

Registration is Now Open!

2013 National Goat Conference

“Looking Towards the Future”

September 15-17, 2013

Joseph S. Koury Convention Center
Sheraton Greensboro at Four Seasons
Greensboro, North Carolina

The National Goat Conference (NGC), first organized in 2010 and occurring every three years, provides educational opportunities in pasture and nutrition, marketing and processing, herd health, reproduction and more. The conference serves a diverse audience and is designed for goat and sheep producers, agricultural professionals and students. Meet and network with representatives of the 1890 and 1862 Land-Grant Institutions, community-based organizations as well as local, state and federal agencies.

[Click Here](#) for the program details and agenda

National Goat Conference Registration

General Registration (Now through August 2)

- Students - \$100
- Farmers - \$150
- Non-Farmers - \$375

Sheraton Greensboro at Four Seasons Reservations Conference Hotel Reservations

Reservations via phone:

1-800-242-6556 (select option 1)

336-292-7167 (local number)

Refer to 2013 National Goat Conference

Reserve Early... Special \$125 conference rate honored on a rooms-available-basis or until August 15

Conference Website is <http://www.ncat.edu/academics/schools-colleges1/saes/cooperative-extension/goatconf.html>

We look forward to seeing you in September!

2013 Conference Planning Team

Anita L. Wright
Executive Assistant
North Carolina A&T State University
The Cooperative Extension Program
1601 E. Market Street, 222 Coltrane Hall

P.O. Box 21928
Greensboro, NC 27420
336.334.7956 - Main
336.285.4671 - Direct
336.334.7298 - Fax
Empowering People. Providing Solutions.



QUICK LINKS

NORTH CAROLINA A&T

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APPLY DIRECTORY SITEMAP

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Schools & Colleges

School of Agriculture and Environmental Sciences

Cooperative Extension

About Extension

Programs

2013 National Goat Conference

Agriculture and Natural Resources

Home | Academics | School of Agriculture and Environmental Sciences | Cooperative Extension | 2013 National Goat Conference

2013 National Goat Conference

"Looking Towards the Future"

Sept. 15-18, 2013

Joseph S. Koury Convention Center

Greensboro, North Carolina

Conference Description

The National Goat Conference, first organized in 2010 and occurring every three years, provides educational opportunities in pasture and nutrition, marketing and processing, herd health, reproduction and more. The conference serves a diverse audience and is designed for goat and sheep producers, agricultural professionals and students. Meet and network with representatives of the 1890 and 1862 Land-Grant Institutions, community-based organizations as well as local, state and federal agencies.

[Click Here for Sessions](#)

Hotel Information and Reservations

Conference Hotel:

Sheraton Greensboro at Four Seasons

3121 High Point Road at I-40

Greensboro, NC 27407

Room Rate:

\$125 single or double occupancy, plus 12.75% tax

Rooms are limited. Make Your Reservation Now!

Reservation Cut-off Date & Room Availability:

Rooms at the conference rate are based on availability at the time of making your reservation, or through the Aug. 15 cut-off date. Be advised that rooms in the 2013 National Goat Conference block may fill up before the cut-off date. Be sure to make your hotel reservation early.

Hotel Reservation Telephone:

1-800-242-6556 (select option 1)

Refer to 2013 National Goat Conference

Sheraton Greensboro at Four Seasons

Airport Transportation:

The following are ground transportation options to the Sheraton at Four Seasons from Piedmont Triad International (PTI) Airport, which serves Greensboro.

The Sheraton at Four Seasons offers complimentary shuttle service to and from PTI for hotel guests only. Upon arrival at the airport, call the hotel at 336-292-7167 to schedule transportation.



This is where learning happens.

[READ MORE](#)

PART (Piedmont Authority for Regional Transportation) serves PTI with buses, vans and carpools for affordable, comfortable transportation. Call 336-883-7278 to make a reservation or visit their Web site.

Triad Transportation

Taxi/van services are provided by Triad Transportation. They can be reached at 336-668-9808 or 1-877-796-LIMO (5466). Triad Transportation is located on the lower level center of the PTI Airport terminal.

Conference Registration

Participants Registration:

General Registration (Now – Aug. 16)

Students - \$100

Farmers - \$150

Non-Farmers - \$375

Late Participant Registration (After Aug. 16)

Students - \$150

Farmers - \$200

Non-Farmers - \$450

To register, please access the following link, 2013 National Goat Conference Registration.

Exhibit/Vendor Space

As an exhibitor, your company will receive one complimentary conference registration, a draped booth space with a table and two chairs. If additional amenities are needed in your booth, such as internet connection or electricity, you will incur an additional cost. Refer to the Exhibitor/Vendor Information Form on this site for additional fees. All participants will be listed in the exhibitors' directory within the conference program.

For more information or to reserve booth space please contact Barbara M. Johnson at bmjohnson@pvamu.edu or 936-261-5088 by August 15.

Exhibitor / Vendor Information & Form

Exhibitor Registration:

General Registration (Now – Aug. 16)

Non-Profits - \$375

Business (Vendors) - \$450

Institution/Federal & State Agencies - \$600

Late Exhibitor Registration (After Aug. 16)

Non-Profits - \$450

Business (Vendors) - \$525

Institution/Federal & State Agencies - \$700

To register, please access the following link, 2013 National Goat Conference Registration.

Refund Policy

Requests for refunds must be made in writing and e-mailed to Donna Holland (hdonna@ncat.edu). A \$50 processing fee will be deducted from all refunds. All refunds will be issued 4- to-6 weeks after the event. Substitute registrants are welcome and may be named at any time.

Refund requests dated at least 30 days before the event will be granted in full, less a \$50 processing fee. Refund requests dated less than 30 days before the event will NOT be granted.

Conference Schedule

Sunday, September 15

Noon – 5 p.m.	Registration Open
3 – 6 p.m.	Pre-Conference Workshop
6 – 8 p.m.	Opening Reception

Monday, September 16

7 a.m. – 4 p.m.	Registration Open
7 – 8 a.m.	Continental Breakfast
8 – 11:45 a.m.	General Session
11:45 a.m. – 1 p.m.	Conference Luncheon
1 – 5:15 p.m.	Concurrent Sessions
5:15 – 6:30 p.m.	Poster and Exhibit Viewing Session

Tuesday, September 17

7 a.m. – 4 p.m.	Registration Open
7 – 8 a.m.	Continental Breakfast
8 – 11:45 a.m.	General Session
11:50 a.m. – 1:05 p.m.	Conference Luncheon
1:05 – 5:20 p.m.	Concurrent Sessions
6 p.m.	Awards Banquet

Wednesday, September 18

7 – 8:30 a.m.	Continental Breakfast
8 a.m. – Noon	General Session
12:20 – 4:50 p.m.	Hands-on Training/Demonstrations and Farm Tour North Carolina Agricultural and Technical State University Farm Greensboro, N.C.

Partnering Organizations

Alabama A & M University, Alcorn State University, American Goat Federation, Auburn University, Delaware State University, Florida A & M University, Florida Department of Agriculture(DOACS), Fort Valley State University, Kentucky State University, Lincoln University, Langston University, Prairie View University, South Carolina State University, Southeastern Small Farmer's Network, Southern University, Tennessee State University, Tuskegee University, University of Tennessee and Virginia State University.

POINTS OF PRIDE



The College of Engineering ranks No. 1 for the number of degrees awarded to African Americans



U.S. News and World Report ranks the COE in the top third of the Best Undergraduate Engineering Programs



N.C. A&T is the home of the National Science Foundation Engineering Research Center (ERC)



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1601 E. MARKET STREET,
GREENSBORO, NC 27411
336.334.7500
2011 HCAST



North Carolina Agricultural and Technical State University

Office of University Outreach:

Summer Sessions and Certificate Programs; Continuing Education, K-20 Engagement and Professional Development, Distance Education, Robotics and STEM

Registration Site

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| [Browse Programs/Events](#) | [Calendar](#) | [Catalog](#)

Barbara Storz

Thank you for your registration! If you are paying by check, make check payable to: North Carolina A & T State University and mail it to:

North Carolina A & T State University
Office of Continuing Education
1601 E. Market Street
Wendover Building, Suite 109
Greensboro, NC 27411

Course Name	Location	Times	CEU	Degree Credit	Status	Price
National Goat Conference-Non-farmer <i>Display CEU</i> Contact Name: Donna Holland; Dr. Nikki Whitley Contact Phone: 336-334-7956 or 336-285-4684	Joseph S. Koury Convention Center Sheraton at Four Seasons Room:	9/16/2013: 12:00 PM - 8:00 PM 9/16/2013: 7:00 AM - 8:30 PM 9/17/2013: 7:00 AM - 9:00 PM 9/18/2013: 7:00 AM - 5:00 PM	0	0	Enrolled	\$375.00
Total for course (Barbara Storz):						\$375.00
					Sales Tax:	\$0.00
					Order Total:	\$375.00

Keep this information for future Enrollment purposes	
Registration Number	C4UXUL31HV007KF

Payment Information

MasterCard
(Processed via Elavon MerchantConnect. Transaction numbers are above.)
****_****_****-9547

[To Sign-Up For More, Click Here.](#)

Please click to see our [Privacy Statement](#) and [Refund Policy](#).

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Nora Cruz

From: SheratonGreensboroAtFourSeasons@starwoodhotels.com
Sent: Friday, August 16, 2013 4:40 PM
To: Nora Cruz
Subject: Sheraton Greensboro at Four Seasons Reservation Confirmation

Barbara Storz
410 N 13th Ave

Edenburg TX 78541

August 16, 2013

Reservation # 1912430

Thank you for selecting the Sheraton Greensboro at Four Seasons for your upcoming visit to Greensboro.

For arrival 15-SEP-2013 and departure 19-SEP-2013, we have requested the following accommodations for you: DBDB.

The corresponding nightly rate for this room type is \$125.00 + 6.75% state sales tax & 6% local occupancy tax.

Check in time: No earlier than 3 pm on the day of arrival.
Check out time: No later than 12 noon on the day of departure.

*Failure to cancel reservations by 72 hours prior to your arrival date will result in a one night room & tax charge.
*Rate is generally split among roommates. Cancellation of any roommate will result in the full charge on remaining accounts.
*Rollaway Beds are \$25.00 plus tax nightly.
*Any guest checking out prior to their scheduled departure date will be charged 50% of their nightly rm rate +12.75% tax.
*Room type requests are based on availability.
*All reservations must be guaranteed by credit card or first nights deposit plus tax.

****AS OF DEC 1, 2008 SHERATON GREENSBORO IS A SMOKE FREE HOTEL****

****SPECIAL PROMOTION****

Would you enjoy a continental style breakfast in the morning and assorted appetizers in the evening during your stay? We are offering access to our Club Lounge at \$30.00 per day for you and up to one guest. LIMITED TIME OFFER. Please let us know if you are interested.

NEED AIRPORT TRANSPORTATION? Provide us with your flight # and arrival time prior to your arrival day & we will be happy to meet you at Piedmont Triad Intl in Greensboro. Airport security

requires that we wait for you OUTSIDE and you will find us on the lower level by the middle door labeled hotel shuttles. Our vans are WHITE & have KOURY CONVENTION CENTER on the sides.

SHERATON GREENSBORO, 3121 High Point Rd, Greensboro, NC 27407
336-292-9161 (guests calls) or 1-800-242-6556 to contact us.

SUNDAY, SEPTEMBER 15TH, 2013			
TIME	EVENT	SPEAKERS	ROOM
12:00pm-5:00pm	Registration		TBA
2:00pm - 6:00pm	Poster & Exhibits Setup		TBA
3:00pm- 6:00pm	USDA Grantsmanship Workshops		TBA
6:00pm - 8:00pm	Reception (Hors D'oeuvres)		TBA
6:30pm - 7:30pm	Welcome and Remarks		TBA
MONDAY, SEPTEMBER 16TH, 2013			
7:00am - 8:30pm	Continental Breakfast		TBA
7:00am - 9:30am	Registration		TBA
8:00am - 8:30am	Welcome		TBA
GENERAL SESSION (8:30am - 11:45am)			
8:30am - 9:30am	What is the American Association for Small Ruminant Practitioners (AASRP) and How Can AASRP Benefit Goat Producers?	Dr. Joan Bowen, DVM/Keynote Speaker Bowen Mobile Veterinary Practice, Wellington, CO.	TBA
9:30am - 9:45am	Break	-----	TBA
9:45am - 10:45am	Copper Oxide Wire Particles to Control Haemonchus Contortus in Small Ruminants	Dr. Joan Burke, DVM/ Research Animal Scientist Dale Bumpers Small Farms Research Center USDA, Agricultural Research Service	TBA
10:45am - 11:45am	FAMACHA© and Drenchrite©: Tools for Smart Drenching	Dr. Bob Storey, Assistant Research Scientist College of Veterinary Medicine University of Georgia	TBA
11:45am - 1:00pm	Luncheon	-----	TBA
BREAKOUT SESSIONS (1:00pm - 3:00pm)			
Genetics and Breeding			
1:00pm - 1:40pm	Basic Genetic Selection and It's Application in Goat Reproduction	Dr. Mulumebet (Millie) Worku Professor of Animal Sciences, Biotechnologist North Carolina A&T State University	TBA

1:40pm – 2:20pm	Genetic Selection to Improve Meat Goat and Sheep Performance	Dr. Kenneth Andries, Animal Science Specialist and Assistant Professor Kentucky State University	TBA
2:20pm – 3:00pm	Saving American Goat Breeds	Dr. Phillip Sponenberg Professor Virginia-Maryland Regional College of Veterinary Medicine Virginia Tech	TBA
Marketing and Processing			
1:00pm – 1:40pm	Carcass Evaluation, Meat Value, and Value-Added Goat Meat Products	Dr. Kenneth W. McMillin, Professor of Meat Science Louisiana State University Agricultural Center	TBA
1:40pm – 2:20pm	Marketing Options for Goats	Dr. Susan Schoenian, Sheep and Goat Specialist University of Maryland	TBA
2:20pm – 3:00pm	Getting Goat Meat to the Market	Mr. David L. Martin, CEO/President Gotcha Goat, LLC Decatur, Georgia	TBA
Emergency Preparedness			
1:00pm – 1:40pm	Emergency Preparedness	Dr. Mike Yoder - Extension Assistant Professor & Specialist and Emergency Program Coordinator North Carolina State University	TBA
1:40pm – 2:20pm	Emergency Preparedness	Dr. Terry Hensley, Assistant Agency Director - Texas A&M Veterinary Medical Diagnostic Laboratory, College Station Laboratory	TBA

2:20pm – 3:00pm	Emergency Preparedness	Dr. Jimmy Tickel, DVM, Northeastern Region EP Veterinarian for the North Carolina Department of Agriculture and Consumer Services, Emergency Programs Division.	TBA
Reproduction and Biotechnology			
1:00pm – 1:40pm	Artificial Insemination and Embryo Transfer in Goats	Dr. Charlotte E. Farin, Professor North Carolina State University	TBA
1:40pm – 2:20pm	Use of Controlled Internal Drug Releasing (CIDR) Devices in Reproductive Management of Goats	Dr. Marlon Knights, Associate Professor Reproductive Physiology West Virginia University	TBA
2:20pm – 3:00pm	Reproduction Efficiency in Goats	Dr. Niki Whitley, Animal Science Specialist North Carolina A&T State University	TBA
3:00pm – 3:15pm	<i>Break</i>		TBA
BREAKOUT SESSIONS (3:20pm – 5:20pm)			
Genetics and Breeding			
3:15pm – 3:55pm	Saving American Goat Breeds	Dr. Phillip Sponenberg Professor Virginia-Maryland Regional College of Veterinary Medicine Virginia Tech	TBA
3:55pm – 4:35pm	Genetic Selection to Improve Meat Goat and Sheep Performance	Dr. Kenneth Andries, Animal Science Specialist and Assistant Professor Kentucky State University	TBA
4:35pm – 5:15pm	Basic Genetic Selection and It's Application in Goat Reproduction	Dr. Mulumebet (Millie) Worku Professor of Animal Sciences, Biotechnologist North Carolina A&T State University	TBA

Marketing and Processing			
3:15pm – 3:55pm	Carcass Evaluation, Meat Value, and Value-Added Goat Meat Products	Dr. Kenneth W. McMillin, Professor of Meat Science Louisiana State University Agricultural Center	TBA
3:55pm – 4:35pm	Marketing Options for Goats	Dr. Susan Schoenian, Sheep and Goat Specialist University of Maryland	TBA
4:35pm – 5:15pm	Getting Goat Meat to the Market	Mr. David L. Martin, CEO/President Gotcha Goat, LLC	TBA
Emergency Preparedness			
3:15pm – 3:55pm	Emergency Preparedness	Dr. Mike Yoder - Extension Assistant Professor & Specialist and Emergency Program Coordinator North Carolina State University	TBA
3:55pm – 4:35pm	Emergency Preparedness	Dr. Terry Hensley, Assistant Agency Director - Texas A&M Veterinary Medical Diagnostic Laboratory, College Station Laboratory, PO Box Drawer 3040, College Station, TX	TBA
4:35pm – 5:15pm	Emergency Preparedness	Dr. Jimmy Tickel, DVM, Northeastern Region EP Veterinarian for the North Carolina Department of Agriculture and Consumer Services, Emergency Programs Division.	TBA
Reproduction and Biotechnology			
3:15pm – 3:55pm	Artificial Insemination and Embryo Transfer in Goats	Dr. Charlotte E. Farin, Professor North Carolina State University	TBA

3:55pm – 4:35pm	Use of Controlled Internal Drug Releasing (CIDR) Devices in Reproductive Management of Goats	Dr. Marlon Knights, Associate Professor Reproductive Physiology West Virginia University	TBA
4:35pm – 5:15pm	Reproduction Efficiency in Goats	Dr. Niki Whitley, Animal Science Specialist North Carolina A&T State University	TBA
5:15pm	<i>Adjourn</i>		TBA
5:15pm – 6:30pm	<i>Post & Exhibiting Viewing</i>		TBA
6:30pm	<i>Dinner on Your Own</i>		TBA

TUESDAY, SEPTEMBER 17TH, 2013

TIME	EVENT	SPEAKERS	ROOM
7:00am – 8:30am	Continental Breakfast		TBA
7:30am – 9:30am	Registration		TBA
GENERAL SESSION (8:00am – 11:50am)			
8:00am – 8:40am	Goats on Targeted Grazing: An Old Practice for Profit and to Enhance the 21 st Century Landscape	Dr. Enrique Nelson Escobar, Assistant Professor/Small Ruminant Production and Management University of Maryland – Eastern Shore	TBA
8:40am – 9:30am	From the Farm to the Table – Regulations for Raising Goats	Dr. Pamela Hunter, DVM/ Veterinarian Manager Florida Department of Agriculture and Consumer Services, Division of the Animal Industry	TBA
9:30am – 10:50am	Poster Viewing & Judging		TBA
10:50am – 11:10am	Break		TBA
11:00am – 11:50am	The 5 Point Check	Dr. Susan Schoenian, University of Maryland	TBA
BREAKOUT SESSIONS (1:00pm – 3:00pm)			
Herd Health Management			
1:05pm – 1:45pm	Abortive Diseases in Goats	Dr. Andres de la Concha, DVM/ Veterinary Pathologist Texas Veterinary Medical Diagnostic Lab Texas A&M University System	TBA
1:45pm – 2:25pm	Infectious Diseases in Goats	Dr. Allen Cannedy, DVM Clinical Assistant Professor College of Veterinary Medicine North Carolina State University	TBA

2:25pm – 3:05pm	Herd Health Management for Goats	Dr. Ray Mobley, DVM/ Director of Animal Health and Veterinary Services Florida A&M University	TBA
Technology Transfer and Delivery			
1:05pm – 1:45pm	The Basics of Computers	Ms. Lalit N. Rainey, Computer Consultant/Technology Support Analyst North Carolina A&T State University	TBA
1:45pm – 2:25pm	Basic Excel Formulas	Dr. Cedric Spradley, Business Technology Coordinator Florida A&M University	TBA
2:25pm – 3:05pm	Make More Money with Social Media and Smartphones	Dr. Thresa J. Nartea, Assistant Professor/Extension Specialist-Marketing & Agribusiness Virginia State University	TBA
Dairy Production and Processing			
1:05pm – 1:45pm	Dairy Goat Management/Nutrition	Dr. Steve Washburn, Professor Extension & Specialist North Carolina State University	TBA
1:45pm – 2:25pm	Promoting Sustainability of Dairy Goat Operations through Research, Extension and International Activities	Dr. Steve Zeng, Chair/Product Specialist Department of Agric. & Natural Resources Langston University	TBA
2:25pm – 3:05pm	Producing Quality Milk	Mr. Scott Horner, Dairy Herd Manager Prairie View A&M University	TBA
Nutrition and Pasture Management			
1:05pm – 1:45pm	Healthy Pastures for Goats	Dr. Uma Karki, State Extension Livestock Specialist	TBA

		Tuskegee University		
1:45pm – 2:25pm	Nutrition and Grazing Management of Meat Goats	Dr. Nar Gurung, Research Associate Professor/Extension Livestock Specialist Tuskegee University		TBA
2:25pm – 3:05pm	Silvo Pastoral Systems for Goats	Dr. Oghenekome Onokpise, Interim Associate Dean/ Professor FAMU Distinguished Researcher Florida A&M University		TBA
3:05pm – 3:20pm	<i>Break</i>			TBA
BREAKOUT SESSIONS (3:20pm – 5:20pm)				
Herd Health Management				
3:20pm – 4:00pm	Abortive Diseases in Goats	Dr. Andres de la Concha, DVM/ Veterinary Pathologist Texas Veterinary Medical Diagnostic Lab Texas A&M University System		TBA
4:00pm – 4:40pm	Infectious Diseases in Goats	Dr. Allen Cannedy, DVM Clinical Assistant Professor College of Veterinary Medicine North Carolina State University		TBA
4:40pm – 5:20pm	Herd Health Management for Goats	Dr. Ray Mobley, DVM/ Director Animal Health and Veterinary Services Florida A&M University		TBA
Technology Transfer and Delivery				
3:20pm – 4:00pm	Basic Excel Formulas	Dr. Cedric Spradley, Business Technology Coordinator Florida A&M University		TBA
4:00pm – 4:40pm	The Basics of Computers	Ms. Lalit N. Rainey, Computer Consultant/Technology Support Analyst		TBA

4:40pm – 5:20pm	Make More Money with Social Media and Smartphones	North Carolina A&T State University Dr. Thresa J. Nartea, Assistant Professor/Extension Specialist-Marketing & Agribusiness Virginia State University	TBA
Dairy Goat Production and Processing			
3:20pm – 4:00pm	Dairy Goat Management/Nutrition	Dr. Steve Washburn, Professor Extension & Specialist North Carolina State University	TBA
4:00pm – 4:40pm	Promoting Sustainability of Dairy Goat Operations through Research, Extension and International Activities	Dr. Steve Zeng, Chair/Product Specialist Department of Agric. & Natural Resources Langston University	TBA
4:40pm – 5:20pm	Producing Quality Milk	Mr. Scott Horner, Dairy Herd Manager Prairie View A&M University	TBA
Nutrition and Pasture Management			
3:20pm – 4:00pm	Healthy Pastures for Goats	Dr. Uma Karki, State Extension Livestock Specialist Tuskegee University	TBA
4:00pm – 4:40pm	Nutrition and Grazing Management of Meat Goats	Dr. Nar Gurung, Research Associate Professor/Extension Livestock Specialist Tuskegee University	TBA
4:40pm – 5:20pm	Silvo Pastoral Systems for Goats	Dr. Oghenekome Onokpise, Interim Associate Dean/ Professor FAMU Distinguished Researcher Florida A&M University	TBA
5:20pm	<i>Adjourn</i>		TBA

6:00pm – 9:00pm	<i>Awards Banquet</i>		TBA
9:00pm – 12:00pm	<i>Take Posters & Exhibit Down</i>		TBA
WEDNESDAY, SEPTEMBER 18TH, 2013			
7:00am – 8:00am	Continental Breakfast		TBA
GENERAL SESSION (8:00am – 12:00pm)			
8:00am – 8:10am	Opening Remarks	TBA	TBA
8:10am – 9:55am	Ask the Expert Panel	TBA	TBA
9:55am – 10:10am	<i>Break</i>		TBA
10:10am – 11:55am	Forum	Dr. Ralph Noble, Chair Department of Animal Science North Carolina A&T State University	TBA
11:55am – 12:00pm	Closing Remarks	TBA	TBA
12:30pm	Depart for Farm Tour and Hands-on Training		TBA
1:20pm – 2:20pm	<i>Lunch</i>		TBA
2:20pm – 3:00pm	Tour of NCAT's Farm		TBA

3:00pm – 5:00pm	Workshops & Hands-on Training AI of Goats FAMACHA & Parasite/ Parasitism Diagnosis Goat Quality Assurance Selection and Grading Goats for Market* Goat Supplies and Equipment Goat Health and Goat Quality Assurance (GQA) Forage Management and Pasture Rotation System Body Condition Scores New Meat Goat Products*	----- Dr. Charlotte Farin, Professor North Carolina State University Staff/Faculty Staff/Faculty Mr. Orlando Phleps, Training Officer Agriculture Marketing Service USDA Staff/Faculty Staff/Faculty Staff/Faculty Staff/Faculty Staff/Faculty Mr. Curtis Van Chisley, Research Associate Agricultural Research and Extension Center Southern University	TBA
5:00pm	<i>Adjourn</i>		TBA
5:20pm	Bus Departing		TBA

*Joint Presentation/Demonstration
 TBA = To Be Announced

AI-40338

Membership Dues 6. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department (1100):

Requesting approval to pay 2013 membership dues for Sheriff Guadalupe Trevino to the Texas Jail Association for the total of \$30.00 with requisition #242224, with the authority for the County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

The Texas Jail Association main objective is to provide a distinct and unified voice for correctional officers working in local jails. TJA's membership is comprised of Jail Administrators, Correctional Officers, Sheriffs, Support Staff, and other interested parties of the corrections profession in Texas.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: y

BUDGETARY IMPACT:

Funds available through Requisition #242224.

Attachments

TJA AFFIDAVIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/23/2013 08:37 AM
Budget & Management	Obdett Calzada	09/03/2013 02:51 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Virginia Rodriguez		Started On: 08/21/2013 03:39 PM
	Final Approval Date: 09/06/2013	

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Guadalupe Trevino, do hereby state that membership in the TEXAS JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- To obtain statutorily required continuing professional education.
- To obtain continuing education necessary to maintain a license or certification.
- To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

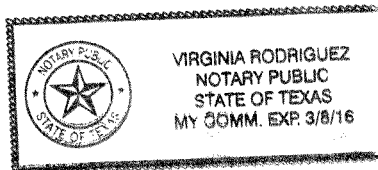
I further state that TEXAS JAIL ASSOCIATION is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Guadalupe Trevino*
TITLE: SHERIFF

DATE: 8-21-2013

Before me Virginia Rodriguez, a Notary Public, appeared Guadalupe Trevino, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Virginia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B

REVISED: 12-2012



TEXAS JAIL ASSOCIATION
Correctional Management Institute of Texas **INVOICE**
Sam Houston State University
Huntsville, TX 77341-2296

Sharese Hurst, Executive Director • Correctional Management Institute of Texas • 936.294.1687 • sharese@shsu.edu

Bill To:
Hidalgo County Jail
Attn: Virginia Rodriguez
PO Box 1228
Edinburg, Texas 78539

DATE: August 21, 2013

Membership Application

DESCRIPTION	QUANTITY	PRICE	TOTAL
Membership Fee: Guadalupe Trevino	1	30.00	30.00
P.O. #: Invoice Received By: <i>VRodriguez</i> on: <i>8-21-13</i> Good/Services Received By: on: <i>31100-424-00-280-001-0-810</i>			
<i>Sharese Hurst</i>			
TOTAL			\$ 30.00

Please make check payable to Texas Jail Association.
The check can be mailed to the following address:

Texas Jail Association
Sam Houston State University
George Beto Criminal Justice Center
Huntsville, Texas 77341-2296

If you have any questions regarding invoice, please call
Sharese Hurst at (936) 294-1687. Thank you.

AI-40517

Membership Dues 6. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100):

Discussion, consideration, and approval of certifications in the amount of \$595.00 to the Texas Commission on Fire Protection for Fire Marshal Juan Martinez, Chief Deputy Fire Marshal Wesley Bradley, Deputy Fire Marshal Rolando Casas, Deputy Fire Marshal Eric Sanchez, Deputy Fire Marshal Tommy Ureste, Auxiliary Deputy Fire Marshal Homero Garza, and Auxiliary Deputy Fire Marshal Luis Gutierrez. Requesting approval to pay certification fee by Electronic Funds Transfer, only payment method allowed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funding for requisition #242825 is pending line item transfer through A.I. #40516 on CC 9/10/13.

Attachments

TCFP Renewal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:30 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Sulema Cavazos		Started On: 09/04/2013 09:55 AM
	Final Approval Date: 09/06/2013	



Dept ePay

T.C.F.P.

[Cancel - go back](#)

Dept. renewal

Hidalgo Co. Fire Marshal Office - Fiscal year 2014 main renewal invoice #101121

Paid/Postmarked by:	Renewal fee	Late fee	Total
By October 31st, 2013	\$595.00	\$0.00	\$595.00
In November 2013 *	\$595.00	\$297.50	\$892.50
After November 2013 *	\$595.00	\$595.00	\$1,190.00

* *Late fees apply unless a waiver has been applied for and granted.*

Choose payment method

You can choose to make your payment by either:

- Pay by credit/debit card via [Texas.gov](#) (processing takes less than a minute)
- Pay by electronic check via [Texas.gov](#) (processing takes 4 - 6 days)
- Pay via USPS mail (processing can take up to 4 weeks)

If paying by credit card or electronic check, there will be a small processing fee. Payment for this transaction will be processed by Texas.gov, the official website of Texas. The price of this service includes funds paid to Texas.gov that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

▼

Renewal invoice: for Hidalgo Co. Fire Marshal Office of FiscalYear 2014

Status: Pending (unpaid) - as of Tuesday, September 03, 2013

#	Last name	First name	Middle	Suffix	PIN	RENEWAL FEE	Certifications
1	Bradley	Wesley	Dylan		6954463	\$ 85.00	A2: Arson Investigator Intermediate
							C2: Fire Investigator Intermediate
							F2: Firefighter Intermediate
							I2: Inspector Intermediate
2	Casas	Rolando			9344753	\$ 85.00	A1: Arson Investigator Basic
							C1: Fire Investigator Basic
							F1: Firefighter Basic
							I1: Inspector Basic
3	Garza	Homer			20336	\$ 85.00	A1: Arson Investigator Basic
							I1: Inspector Basic
4	Gutierrez	Luis	Erick		8760753	\$ 85.00	A1: Arson Investigator Basic
							C1: Fire Investigator Basic
							F1: Firefighter Basic
							I1: Inspector Basic
5	Martinez	Juan	Gilberto		94487518	\$ 85.00	A3: Arson Investigator Advanced
							C3: Fire Investigator Advanced
							HP1: Head of Department (Prevention Only)
							I3: Inspector Advanced
							N1: Fire Service Instructor I
6	Sanchez	Eric	Lee		22174	\$ 85.00	A1: Arson Investigator Basic
							C1: Fire Investigator Basic
							F1: Firefighter Basic
							I1: Inspector Basic
7	Ureste	Tommy			2666852	\$ 85.00	C2: Fire Investigator Intermediate
							F2: Firefighter Intermediate
							I2: Inspector Intermediate
							N1: Fire Service Instructor I
							WFF1: Wildland Fire Fighter Basic

ONLINE PAYMENTS

To the FIDO Department Administrator:

This letter serves to notify regulated fire protection entities throughout the state that the Texas Commission on Fire Protection will soon begin phasing in the new online payment system.

WHAT TYPES OF ONLINE PAYMENTS ARE ALLOWED?

Two types of online payments will be allowed:

1. Payment by credit card – major credit cards are accepted: Visa, MasterCard, Discover, and American Express
2. Payment by EFT: Electronic Funds Transfer – This is an electronic check from your organization's bank account.

WHAT CAN WE PAY FOR?

The online payment module will be available for renewal payments beginning September 1, 2013. It will also be used to pay for online exams as soon as they become available.

We will make announcements as payments for other items become available in the future.

WHO CAN MAKE PAYMENTS FOR MY ORGANIZATION?

To prepare for using the online payment system you need to determine who will be authorized to make payments on behalf of your organization, and indicate those persons in the appropriate area of FIDO.

Examples of these individuals are:

- A member or members of your organization
- Another employee of your city government, such as a person in the finance department of the city, county, etc.
- An employee of a firm hired by your organization to manage the finances of the organization

See the screen shots that follow for information on how to enter these individuals in FIDO.

AI-40515

Budget and Management 7. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Flora Vazquez, HEALTH
BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202)

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 08/16-31/2013 in the amount of \$ 58,165.90 and requesting approval of wire transfer.

BACKGROUND

Attachments

By Org

Invoice
certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/04/2013 04:27 PM
Manuel Chapa	Manuel Chapa	09/05/2013 10:19 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Flora Vazquez		Started On: 09/04/2013 08:58 AM
	Final Approval Date: 09/06/2013	

Custom Payment Total

Hidalgo County WC losses paid 8/16-8/31/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount	
Alternate Organization 1 : Headstart											
Alternate Organization 1 Total:										41	4,422.44
Alternate Organization 1 : Hidalgo County											
Alternate Organization 1 Total:										278	53,743.46
Grand Total:										319	58,165.90

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

September 3, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 92213

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 58,165.90
8/16-8/31/13 (Check#514775-514939) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 58,165.90

Previous Balance Due \$ 59,825.41

Payments and Credits

08/30/13 Payment received - thank you 59,825.41CR

Total Payments and Credits \$ 59,825.41CR

Total Balance Due \$ 58,165.90

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to
speak with Annette Rivas

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
 CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
 FOR THE PERIOD OF: August 16-31, 2013

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
 TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying
 account in the amount of \$ 58,165.90.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 08/16-31/2013

(Check# 514775-514939)

1). Hidalgo County	\$	<u>53,743.46</u>
2). Hidalgo County Headstart Program	\$	<u>4,422.44</u>
3). Community Service Agency		
4). Drainage District #1	\$	<u>-</u>
		<u>\$ 58,165.90</u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this
 payment on the Commissioner's Court Agenda of September 11, 2013.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
 (estimate) \$ 91,834.10

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached
 check register and to the best of my knowledge ensure that:

- * All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
- * All fees to vendors are appropriate for the type of service provided.
- * All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- * All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- * The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vazquez
 Employee Benefits Director

9-10-2013
 Date

[Signature]
 Budget Officer

09/10/2013
 Date

APPROVED BY
 Commissioner's Court Approval

 Date

ON: _____

AI-40576

Budget and Management 7. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salary Sweep (1100):

Approval to transfer lapsed salaries from various departments to the Countywide Adm.-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: G/F

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached G/F Salary Sweep analysis as of 9-5-13. Funds available as of 9-5-13

Attachments

Salary Sweep

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/06/2013 08:06 AM
Budget & Management	Obdett Calzada	09/06/2013 10:48 AM
Obdett Calzada	Obdett Calzada	09/06/2013 02:35 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 05:08 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Ivan Cantu		Started On: 09/05/2013 02:19 PM
	Final Approval Date: 09/06/2013	

Hidalgo County

Department of Budget & Management

3RD QUARTER SALARIES SWEEP, OBJ. 112 & 113 AS OF THURSDAY, SEPTEMBER 5, 2013

Account No.	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2013 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*9.2)	Obj. 112 & 113 Available Balance as of 9-5-13	
110041200001001	113	92ND DC	\$250,079.00	\$9,618.42	\$88,489.49	\$87,527.71	\$961.78
110041200002001	113	93RD DC	232,367.00	8,937.19	82,222.17	82,617.46	(395.29)
110041200003001	113	139TH DC	244,377.00	9,399.12	86,471.86	83,574.89	2,896.97
110041200004001	113	206TH DC	248,120.00	9,543.08	87,796.31	89,865.58	(2,069.27)
110041200005001	113	275TH DC	254,684.00	9,795.54	90,118.95	96,218.99	(6,100.04)
110041200006001	113	332ND DC	240,042.00	9,232.38	84,937.94	84,014.79	923.15
110041200007001	113	370TH DC	268,130.00	10,312.69	94,876.77	94,502.21	374.56
110041200008001	113	389TH DC	254,724.00	9,797.08	90,133.11	105,405.09	(15,271.98)
110041200009001	113	398TH DC	249,190.00	9,584.23	88,174.92	87,216.34	958.58
110041200009003	113	INDIGENT DEFENSE	307,965.00	11,844.81	108,972.23	109,554.31	(582.08)
110041200010001	113	430TH DC	248,086.00	9,541.77	87,784.28	86,941.67	842.61
110041200011001	113	449TH DC	238,574.00	9,175.92	84,418.49	87,957.68	(3,539.19)
110041200021001	113	CCL#1	240,227.00	9,239.50	85,003.40	84,079.45	923.95
110041200022001	113	CCL#2	229,183.00	8,814.73	81,095.52	80,800.10	295.42
110041200023001	113	CCL#3 PROBATE CRT	312,029.00	12,001.12	110,410.26	109,209.90	1,200.36
110041200024001	113	CCL#4	244,391.00	9,399.65	86,476.82	85,536.92	939.90
110041200025001	113	CCL#5	238,455.00	9,171.35	84,376.38	96,226.83	(11,850.45)
110041200026001	113	CCL#6	225,368.00	8,668.00	79,745.60	80,260.72	(515.12)
110041200027001	113	CCL#7	218,230.00	8,393.46	77,219.85	86,304.98	(9,085.13)
110041200028001	113	CCL#8	223,000.00	8,576.92	78,907.69	79,006.76	(99.07)
110041200045001	113	CRIMINAL AUXILIARY COURT	216,093.00	8,311.27	76,463.68	54,283.06	22,180.62
110041200055001	113	CHILD PROTECTIVE COURT	70,343.00	2,705.50	24,890.60	25,080.16	(189.56)
110041200062001	113	JP PCT 1/PL 2	159,809.00	6,146.50	56,547.80	60,636.73	(4,088.93)
110041200064001	113	JP PCT 2/PL 2	125,819.00	4,839.19	44,520.57	49,554.34	(5,033.77)
110041200065001	113	JP PCT 3/PL 1	151,035.00	5,809.04	53,443.15	58,292.35	(4,849.20)
110041200067001	113	JP PCT 4/PL 1	192,987.00	7,422.58	68,287.71	72,390.74	(4,103.03)
110041200068001	113	JP PCT 4/PL 2	340,664.00	13,102.46	120,542.65	136,271.07	(15,728.42)
110041200080002	113	CRIM DA	4,849,441.00	186,516.96	1,715,956.05	1,731,608.46	(15,652.41)
110041200080013	113	DA CIVIL LITIGATION	268,771.00	10,337.35	95,103.58	95,372.82	(269.24)
110041200090001	113	DIST CLERK	2,141,702.00	82,373.15	757,833.02	778,860.25	(21,027.23)
110041230085003	112	PUBLIC DEFENDER	89,981.00	3,460.81	31,839.43	31,493.31	346.12
110041230085003	113	PUBLIC DEFENDER	598,358.00	23,013.77	211,726.68	216,058.97	(4,332.29)
110041300110006	113	CO JUDGE	816,833.00	31,416.65	289,033.22	294,427.84	(5,394.62)
110041300125001	112	EXECUTIVE OFFICE	127,240.00	4,893.85	45,023.38	44,533.94	489.44
110041300125001	113	EXECUTIVE OFFICE	408,678.00	15,718.38	144,609.14	152,652.46	(8,043.32)
110041400130001	112	ELECTIONS DEPT	75,705.00	2,911.73	26,787.92	26,496.76	291.16
110041400130001	113	ELECTIONS DEPT	719,786.00	27,684.08	254,693.51	256,614.73	(1,921.22)
110041500200001	112	INFORMATION TECHNOLOGY	95,184.00	3,660.92	33,680.49	33,314.45	366.04
110041500200001	113	INFORMATION TECHNOLOGY	1,010,817.00	38,877.58	357,673.71	360,091.85	(2,418.14)
110041514115001	112	BUDGET & MANAGEMENT	92,700.00	3,565.38	32,801.54	32,445.08	356.46
110041514115001	113	BUDGET & MANAGEMENT	885,432.00	34,055.08	313,306.71	336,430.73	(23,124.02)
110041515140001	113	TAX OFF	4,344,201.00	167,084.65	1,537,178.82	1,511,028.78	26,150.04
110041516150001	113	CO TREASURER	487,248.00	18,740.31	172,410.83	176,999.93	(4,589.10)
110041518160001	112	PURCHASING	108,456.00	4,171.38	38,376.74	37,959.68	417.06
110041518160001	113	PURCHASING	1,092,936.00	42,036.00	386,731.20	400,627.37	(13,896.17)
110041540180001	113	CO CLERK	2,082,291.00	80,088.12	736,810.66	752,786.73	(15,976.07)
110041550190002	112	HUMAN RESOURCES	96,309.00	3,704.19	34,078.57	33,708.19	370.38
110041550190002	113	HUMAN RESOURCES	375,412.00	14,438.92	132,838.09	138,613.51	(5,775.42)
110041910210001	112	PLANNING DEPT	120,687.00	4,641.81	42,704.63	42,240.41	464.22
110041940220001	113	FACILITIES MANAGEMENT	2,659,428.00	102,285.69	941,028.37	975,898.17	(34,869.80)
110041950125003	113	SAFETY	2,572,208.00	22,008.00	202,473.60	213,215.70	(10,742.10)
110042100080003	113	AUTOPSIES	82,560.00	3,175.38	29,213.54	29,444.19	(230.65)
110042100125011	113	TX DPS	138,642.00	5,332.38	49,057.94	49,999.89	(941.95)
110042100280001	113	SHERIFF	14,947,292.00	574,895.85	5,289,041.78	5,412,322.92	(123,281.14)
110042100291001	113	CONSTABLE PCT.1	623,618.00	23,985.31	220,664.83	225,217.48	(4,552.65)
110042100292001	113	CONSTABLE PCT.2	518,865.00	19,956.35	183,598.38	184,802.14	(1,203.76)

Hidalgo County
Department of Budget & Management

**3RD QUARTER SALARIES SWEEP, OBJ. 112 & 113
AS OF THURSDAY, SEPTEMBER 5, 2013**

Account No.	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2013 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*9.2)	Obj. 112 & 113 Available Balance as of 9-5-13	
110042100293001	113	CONSTABLE PCT.3	703,732.00	27,066.62	249,012.86	249,837.23	(824.37)
110042100294001	113	CONSTABLE PCT.4	731,865.00	28,148.65	258,967.62	260,016.80	(1,049.18)
110042210300001	112	FIRE MARSHAL	73,109.00	2,811.88	25,869.34	25,588.23	281.11
110042210300001	113	FIRE MARSHAL	219,002.00	8,423.15	77,493.02	79,190.54	(1,697.52)
110042300320034	113	ALTERNATIVE INCARCERATION PRG	210,380.00	8,091.54	74,442.15	76,708.54	(2,266.39)
110042321280002	113	JAIL	14,868,363.00	571,860.12	5,261,113.06	5,401,818.33	(140,705.27)
110043200121001	113	SANITATION PCT.1	554,930.00	21,343.46	196,359.85	200,568.01	(4,208.16)
110043200122001	113	SANITATION PCT.2	395,201.00	15,200.04	139,840.35	157,343.54	(17,503.19)
110043200123001	113	SANITATION PCT.3	1,044,233.00	40,162.81	369,497.83	408,437.08	(38,939.25)
110044100340001	112	HEALTH ADM	111,606.00	4,292.54	39,491.35	48,872.29	(9,380.94)
110044100340001	113	HEALTH ADM	1,255,947.00	48,305.65	444,412.02	452,630.21	(8,218.19)
110044100340003	113	HEALTH CLINICS	2,994,683.00	115,180.12	1,059,657.06	1,095,958.35	(36,301.29)
110044400240001	113	HUMAN SERVICES	931,279.00	35,818.42	329,529.49	333,786.09	(4,256.60)
110044400360001	113	CHILD WELFARE	82,594.00	3,176.69	29,225.57	34,578.43	(5,352.86)
110044400370001	112	VETERAN'S SRV	63,916.00	2,458.31	22,616.43	22,370.56	245.87
110044400370001	113	VETERAN'S SRV	128,921.00	4,958.50	45,618.20	48,483.38	(2,865.18)
110045200121013	113	PARKS PCT.1	509,483.00	19,595.50	180,278.60	179,089.22	1,189.38
110045200122008	113	PARKS PCT.2	403,558.00	15,521.46	142,797.45	152,410.41	(9,612.96)
110045200123008	113	PARKS PCT.3	436,969.00	16,806.50	154,619.80	160,197.11	(5,577.31)
110046600122018	113	PCT 2 CRC	100,552.00	3,867.38	35,579.94	35,799.36	(219.42)
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	94,178.00	3,622.23	33,324.52	33,903.63	(579.11)
			72,569,253.00	2,791,125.12	25,678,351.06	26,286,184.91	(607,833.85)

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency

607,833.85

TOTALS

-

To sweep lapsed salaries (obj. 112 & 113) expenditures to the Co. Wide Adm.-Contingency account.

AI-40421

Purchasing Department 8. A.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Dagoberto Rios,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of donation of assets in Exhibit A by Urban County. Supporting documentation attached.

BACKGROUND

Attachments

Asset Transfer Form 2013-052

EXHIBIT A

Asset Purchase Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:28 AM
Budget & Management	Obdett Calzada	09/05/2013 11:37 AM
Glinda Pacheco	Glinda Pacheco	09/05/2013 03:28 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Dagoberto Rios		Started On: 08/27/2013 03:14 PM
	Final Approval Date: 09/06/2013	

RECEIVED
JAN 30 2013

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
CONTINUATION PAGE

2013-052

DEPARTMENT NAME: Surplus DEPT. NO.: 1601 LOCATION: Page 2 of 5

TRANSFER TO: Urban County Program

TRANSFER FROM: Urban County Program

CONTACT INFORMATION:

NAME (PRINT): Nellie N. Flores PHONE NO.: _____ E-MAIL: _____

FAX NO.: _____

POSTED

INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY			
			FUND NO.	COST	P/U	LOC
11 Box Backup Tapes	130065	G				
12 APC Backup	3835	J:B0311030157				✓ A
13 HP DeskJet 952C	3022	M40CH160SH				✓ A
14 HP DeskJet 952C	302L	M40CJ172DF				✓ A
15 Canon Printer	4383	KLW37555				
16 IBM Typewriter	2107					✓ A
17 Dell Dimension 3000	4087	F4P1Q71	KEPT			✓ A
18 Amtron Monitor	B0066	C5EG11900404				✓ A
19 Dell Dimension 3100	4186	45G4D91	KEPT			
20 Dell Dimension 3100	4188	D4G4D91	KEPT			✓
21 Dell Dimension 3000	4100	46P1Q71	KEPT			✓
22 Dell Dimension 3000	4092	H3P1Q71				✓ A
23 Dell Dimension 3000	4088	15P1Q71	KEPT			
24 APC Battery Backup	4275					✓ A
25 Electra Elite 192	2941	10502618B				✓ A

JUSTIFICATION FOR TRANSFER:

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

Contact Person transferring item(s) out: Antonio Barco PRINT NAME [Signature] SIGNATURE 1/30/13 DATE

Person receiving Item(s): John Tran PRINT NAME [Signature] SIGNATURE 2-7-13 DATE

FIXED ASSET DIVISION USE ONLY

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

DEPT. NO. _____ DEPT. NO. _____

AMOUNT _____ AMOUNT _____

N 2/1/13
Initial Date
Surplus Form FA12-001

**URBAN COUNTY
SURPLUS**

EXHIBIT "A"

8/27/2013

ASSET NR	DESCRIPTION	SERIAL NUMBER	LOCATION WITHIN COUNTY
4087	DELL DIMENSION 3000 COMPUTER	F4P1Q71	CONSTABLE PCT2
4186	DELL DIMENSION 3100 COMPUTER	45G4D91	CONSTABLE PCT2
4188	DELL DIMENSION 3100 COMPUTER	DHG4091	CONSTABLE PCT2
4100	DELL DIMENSION 3000 COMPUTER	46P1Q71	CONSTABLE PCT2
4088	DELL DIMENSION 3000 COMPUTER	15P1Q71	CONSTABLE PCT2

Run date: 08/20/2013 @ 16:45
Bus date: 08/13/2013

Hidalgo County Urban Program
Asset Master

Asset number.....: 408/ ** Disposed ** Changed.: 03/26/2013
User.....: 00337

- 1) Description....: DELL INTEL PENTIUM 4 COMPUTER
- 2) Purchased from.: DELL MARKETING LP
- 3) MFG serial nbr.: F4P1Q71
- 4) Responsible....: F1
- 5) Group.....: 6801 - HARDWARE
- 6) Location.....: 99 - GENFRAL ADMINISTRATION

7) Date	Entry Data Item	Value
	1 INVOICE	F03987171
	1 PERCENT	100
	CONDITION	NEW
	1 ACCOUNTS	5004 99 2101 6801 9900
06/15/2005	1 INCLUDES	DELL KEYBOARD, 17IN FLAT PANEL MONITOR
06/15/2005	2 INCLUDES	80GB HARD DRIVE, 3.5IN FLOPPY DRIVE
06/15/2005	3 INCLUDES	MICROSOFT WINDOWS XP PROFESSIONAL, DELL MOUSE
06/15/2005	4 INCLUDES	48X CD-ROM DRIVE, DELL SPEAKERS
06/15/2005	5 INCLUDES	2YR EXTENDED-NXT BUSINESS DAY PARTS/LABOR ON SIT
06/15/2005	6 INCLUDES	2YR EXTENDED-TECHNICAL SUPPORT
06/15/2005	7 INCLUDES	INITIAL YR-TECH SUPPORT & NXT BUSINESS DAY PARTS
	CHECK NO	18,979
	BATCH	1,122
	PO	6835
	VOUCHER	32,760

8) Reporting type	Date	Amount	Meth	Life	Salvage value
1 NEW	COST 06/15/2005	1,164.40	0	0Y	.00
	DEPR 00/00/0000				.00 (Accumulated total)

Run date: 08/20/2013 @ 16:45
 Bus date: 08/13/2013

Hidalgo County Urban Program
 Asset Master

Asset number.....: 4088 ** Disposed ** Changed.: 03/26/2013
 User.....: 00337

- 1) Description....: DELL INTEL PENTIUM 4 COMPUTER
- 2) Purchased from.: DELL MARKETING LP
- 3) MFG serial nbr.: 15P1071
- 4) Responsible....: F1
- 5) Group.....: 6801 - HARDWARE
- 6) Location.....: 99 - GENERAL ADMINISTRATION

7) Date	Entry Data item	Value
	1 INVOICE	F03987171
	1 PERCENT	100
	CONDITION	NFW
	1 ACCOUNTS	5004 99 2101 6801 9900
06/15/2005	1 INCLUDES	DELL KEYBOARD, 17IN FLAT PANEL MONITOR
06/15/2005	2 INCLUDES	80GB HARD DRIVE, 3.5IN FLOPPY DRIVE
06/15/2005	3 INCLUDES	MICROSOFT WINDOWS XP PROFESSIONAL, DELL MOUSE
06/15/2005	4 INCLUDES	48X CD-ROM DRIVE, DELL SPEAKERS
06/15/2005	5 INCLUDES	2YR EXTENDED-TECHNICAL SUPPORT
06/15/2005	6 INCLUDES	2YR EXTENDED-NXT BUSINESS DAY PARTS/LABOR
06/15/2005	7 INCLUDES	INITIAL YR-TECH SUPPORT & NXT BUS DAY PARTS/LABOR
	CHECK NO	18,979
	BATCH	1,122
	PO	6835
	VOUCHER	32,760

8) Reporting type	Date	Amount	Meth	Life	Salvage value
1 NEW	COST 06/15/2005	1,164.40	0	0Y	.00
	DEPR 00/00/0000	.00	(Accumulated total)		

Run date: 08/20/2013 @ 16:45
 Bus date: 08/13/2013

Kidalgo County Urban Program
 Asset Master

Asset number.....: 4100 ** Disposed ** Changed.: 03/26/2013
 User.....: 00337

- 1) Description....: DELL INTEL PENTIUM 4 COMPUTER
- 2) Purchased from.: DELL MARKETING I/P
- 3) MFG serial nbr.: 46P1071
- 4) Responsible....: F1
- 5) Group.....: 6801 - HARDWARE
- 6) Location.....: 99 - GENERAL ADMINISTRATION

7) Date	Entry	Data Item	Value
	1	INVOICE	FO3987171
	1	PERCENT	100
		CONDITION	NEW
	1	ACCOUNTS	6004 99 2101 6801 9900
06/15/2005	1	INCLUDES	DELL KLYBOARD, 17IN FLAT PANEL MONITOR
06/15/2005	2	INCLUDES	80GB HARD DRIVE, 3.5IN FLOPPY DRIVE
06/15/2005	3	INCLUDES	MICROSOFT WINDCWS XP PROFESSIONAL, DELL MOUSE
06/15/2005	4	INCLUDES	48X CD-ROM DRIVE, DELL SPEAKERS
06/15/2005	5	INCLUDES	2YR EXTENDEO TECHNICAL SUPPORT
06/15/2005	6	INCLUDES	2YR EXTENDEO-NXT BUSINESS DAY PARTS/LABOR ONSITE
06/15/2005	7	INCLUDES	INITIAL YR-TECH SUPPORT & NXT BUSINESS DAY PARTS
		CHECK NO	18,979
		BATCH	1,122
		PO	6835
		VOUCHER	32,760

8) Reporting type	Date	Amount	Meth	Life	Salvage value
1 NEW	COST 06/15/2005	1,164.40	0	0Y	.00
	DFPR 00/00/0000				.00 (Accumulated total)

Run date: 08/20/2013 @ 16:45
 Bus date: 08/13/2013

Hidalgo County Urban Program
 Asset Master

Asset number.....: 4186 ** Disposed ** Changed.: 03/26/2013
 User.....: 00337

- 1) Description....: DIMENSION 3100 PENTIUM 4 COMPU
- 2) Purchased from.: DELL
- 3) MFG serial nbr.: ~~00045-628-763-094~~ 456401
- 4) Responsible....: F1
- 5) Group.....: 6801 - HARDWARE
- 6) Location.....: 99 - GENERAL ADMINISTRATION

7) Date	Entry Data Item	Value
	1 INVOICE	805855394
	1 PERCENT	100
	CONDITION	NEW
	1 ACCOUNTS	5004 99 2101 6801 9900
02/03/2006	1 INCLUDES	1GB DDR2 SDRAM @ 400MHZ, KEYBOARD
02/03/2006	2 INCLUDES	17" FLAT PANEL MONITOR, 80GB HARD DRIVE
02/03/2006	3 INCLUDES	3.5" FLOPPY DRIVE, MICROSOFT WINDOWS XP PROF.
02/03/2006	4 INCLUDES	DIMENSION DELL SUPPORT, 2-BUTTON MOUSE
02/03/2006	5 INCLUDES	48X CD-RW DRIVE, SPEAKERS, INITIAL YR/2 YR WARRANT
02/03/2006	6 INCLUDES	NEXT DAY PARTS/LABOR ON-SITE
	CHECK NO	19,837
	BATCH	1,178
	PO	6993
	VOUCHER	34,176

8) Reporting type	Date	Amount	Meth	Life	Salvage value
1 NEW	COST 02/03/2006	1,016.00	0	0Y	.00
	DEPR 00/00/0000				.00 (Accumulated total)

Run date: 08/20/2013 @ 16:45
 Bus date: 08/13/2013

Hidalgo County Urban Program
 Asset Master

Asset number.....: 4188 ** Disposed ** Changed.: 03/26/2013
 User.....: 00337

- 1) Description....: DIMENSION 3100 PENITUM 4 COMPU
- 2) Purchased from.: DELL
- 3) MFG serial nbr.: ~~00045-628-763-093~~ **0464091**
- 4) Responsible....: F1
- 5) Group.....: 6801 - HARDWARE
- 6) Location.....: 99 - GENERAL ADMINISTRATION

7) Date	Entry Data item	Value
	1 INVOICE	805855394
	1 PERCENT	100
	CONDITION	NEW
	1 ACCOUNTS	5005 99 2101 6801 9900
02/03/2006	1 INCLUDES	1GB DOR2 SDRAM @ 400MHZ, KEYBOARD
02/03/2006	2 INCLUOLS	17" FLAT PANEL MONITOR, 80GB HARD DRIVE
02/03/2006	3 INCLUDES	3.5" FLOPPY DRIVE, WINDOWS XP PROFESSIONAL
02/03/2006	4 INCLUDES	DIMENSION DELL SUPPORT, 2 BUTTON MOUSE, 48X CD-RW
02/03/2006	5 INCLUDES	SPEAKERS, INITIAL YR/2YR EXTENDED WARRANTY SUPPO
02/03/2006	6 INCLUDES	NEXT DAY PARTS/LABOR PARTS
	CHECK NO	19,837
	BATCH	1,178
	PO	6993
	VOUCHER	34,173

8) Reporting type	Date	Amount	Mcth	Life	Salvage value
1 NEW	COST 02/03/2006	1,016.00	0	0Y	.00
	DEPR 00/00/0000				.00 (Accumulated total)

AI-40424

Purchasing Department 8. B.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Comm. Joe Flores, Pct. #3

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Invoice #13068 in the amount of \$6,163.89 from Javier Hinojosa Engineering, contracted engineer for "Steward Road Drainage Outfall."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1339-431-00-123-078-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through PO# 631493 as of 9/6/2013.

Attachments

Invoice No. 13068

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/05/2013 05:28 PM
Budget & Management	Obdett Calzada	09/06/2013 10:47 AM
Obdett Calzada	Obdett Calzada	09/06/2013 10:57 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Rocio Villarreal		Started On: 08/27/2013 03:56 PM
	Final Approval Date: 09/06/2013	

SIGN: _____
 REQ# 165046
 PO# 631493

Javier Hinojosa Engineering
 416 E. Dove Avenue
 McAllen, TX 78504
 956/668-1588 Fax: 956/994-8102

Invoice No. 13068

Customer		Date: August 7, 2013 Project Name: Stewart Road Drainage Outfall
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description

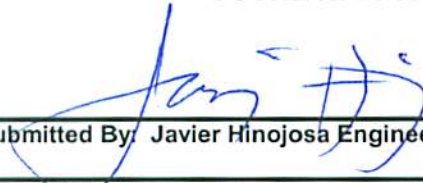
Engineering services rendered for completion of the Preliminary Phase, completion of the Design Phase and towards completion of the Construction Phase for the Stewart Road from Mile 5 3/4 north approximately 3,000 LF to the County's drainage ditch for the Val Verde Acres Subdivision and Citrus Shadow Subdivision.

P.O.#631493
 CONTRACT AMT.: \$49,311.15

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$12,327.79	100%	\$12,327.79	\$12,327.79	\$0.00	\$0.00
Design						
Phase 50%	\$24,655.57	100%	\$24,655.57	\$24,655.57	\$0.00	\$0.00
Construction						
Phase 25%	\$12,327.79	50%	\$6,163.89	\$0.00	\$6,163.89	\$6,163.89
TOTAL	\$49,311.15	87%	\$43,147.25	\$36,983.36	\$6,163.89	\$6,163.89

TOTAL AMOUNT DUE THIS INVOICE:

\$6,163.89


 Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY NAU ON 8/8/13
 GOODS/SERVICES RECEIVED BY Com Flores ON 8/7/13

3-1339-431-00-123-078-0-733

AI-40432

Purchasing Department 8. C.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase 12 months of maintenance through a purchase order not executed agreement for the following with Canon Solutions America, Inc. through requisition #240776 for the total of \$235.99/month.

Effective: Upon approval (3-1100-415-00-200-002-0-432).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-432

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 240776 as of 9-4-13 \$943.96 for Canon Solutions America Inc.

Attachments

Requisition

Quote

Terms & Conditions

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2013 04:35 PM
Budget & Management	Obdett Calzada	08/28/2013 05:08 PM
Manuel Chapa	Manuel Chapa	09/05/2013 09:14 AM
Auditor's Office	Obdett Calzada	09/05/2013 09:34 AM
Manuel Chapa	Manuel Chapa	09/05/2013 09:44 AM
Auditor's Office	Obdett Calzada	09/06/2013 10:04 AM
Manuel Chapa	Manuel Chapa	09/06/2013 04:58 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Matilde Faz		Started On: 08/28/2013 01:46 PM
Final Approval Date: 09/06/2013		

Requisition

Req # 00240776

PO #

Date: 07/26/13

Consent
9/10/13
#40432

Bill To: x
 x

Vendor : 405736
CANON SOLUTIONS AMERICA, INC.
12379 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MAINTENANCE AGREEMENT RENEWAL QUOTE SEPTEMBER 01, 2013 - AUGUST 31, 2014 DO NOT DUPLICATE ORDER		
4.00	MONTH	TCS522NA 552003530 OCE TCS500 PRINTER	100.03	400.12
4.00	MONTH	4903619 OCE TCS500	51.58	206.32
4.00	MONTH	9713088 2 HELPDESK INCIDENTS	14.06	56.24
4.00	MONTH	TCS4 451004875 OCE TCS SCANNER	70.32	281.28
		<u>Account No</u>	<u>Encumbrance</u>	
		3-1100-415-00-200-002-0-432	943.96	
			Freight	.00
			Total	943.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		8/28/12 687617		

Authorized By: _____



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
1800 Bruning Drive West
Itasca, IL 60143

Phone: 800.815.4000
www.csa.canon.com

Maintenance Agreement Renewal Quote July 26, 2013

Company Name: County of Hidalgo
Account No: 518080
Contract dates: September 1, 2013 – August 31, 2014

Model	Serial	Description	Monthly Maintenance
TCS522NA	552003530	Océ TCS500 Printer	\$100.03
4903619	N/A	Océ TCS500 Scan Logic	\$51.58
9713088	N/A	2 HelpDesk Incidents	\$14.06
TCS4	451004875	Océ TCS Scanner	\$70.32
Total cost per month: (Plus Usage and Tax IF applicable):			\$235.99

Please note:

- Standard care coverage includes all service calls, labor, travel and parts
- Above prices are valid for 30 days from the date of quotation
- Service contracts have a minimum twelve month term and auto-renew annually

Please send your purchase order to:

Canon Solutions America
Attn: Billing Inquiry Center
5450 N Cumberland Ave
Chicago, IL 60656
Phone: 877-587-1645
Fax: 773-695-3883
Ona-bic@csa.canon.com

Quote prepared by:

Natalie Y. Ijelu
Service Marketing Coordinator
Phone: 630-582-5608
Fax: 773-695-8968
Email: nijelu@csa.canon.com

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Océ Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Océ Software.
- c. **Confidential Information** means Océ Firmware, Océ Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by Océ as relates to the Océ Firmware and/or Océ Software. Consulting Services may be provided by Océ at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by Océ and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **Customer** means the business entity defined on the Cover Sheet.
- h. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- i. **Educational Services** means training provided by Océ as relates to the Océ Product(s), Océ Firmware and/or Océ Software.
- j. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- k. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by Océ.
- l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- m. **Implementation Services** means services relating to the implementation of Océ Firmware and/or Océ Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- n. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- o. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that Océ ship the Equipment or Software. Delivery will be made to the Installation Site.
- p. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Océ Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or Océ's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with Océ's specifications. Maintenance may be provided by Océ or a third party subcontracted by Océ.
- q. **NOLI Products** means Non-Océ Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in Océ's price list and as designated on the Customer Agreement Addendum.
- r. **Océ** means Océ North America, Inc.
- s. **Océ Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, authored and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer.
- t. **Océ Software** means optional, standalone software in object code form offered and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer and requiring activation or installation prior to being available to Customer.
- u. **Parts** means all parts certified by Océ as meeting manufacturers' and/or Océ specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by Océ.
- v. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- w. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- x. **Server Software** means that portion of the Océ Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- y. **Service Charges** means charges invoiced by Océ for Maintenance Services and/or Software Support and or charges based on use.
- z. **SmartClick™** means an Océ proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- aa. **Software** means all computer software programs provided by Océ, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Océ Firmware, Océ Software and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- ab. **Software Support** means access to Océ support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Océ Software and/or Océ Firmware and correcting reproducible errors in Océ Firmware or Océ Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Océ Firmware or Océ Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Océ Firmware or Océ Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Océ Software.
- ac. **Third Party Software** means software authored by third parties other than Océ and made available by Océ to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Océ Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by Océ; or, (ii) shipment of the Océ Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. Océ Products may be provided by either Océ North America, Inc. Production Printing Systems or Océ North

America, Inc. Wide Format Printing Systems. Océ has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if Océ helps Customer identify, evaluate or select such NOLI Products. Customer and Océ shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Océ Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in Océ's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, Océ may ship (at Océ's sole discretion) any Equipment type defined above. With respect to Production Equipment, if other than New/Newly Manufactured, the Equipment type shall be set forth on the Cover Sheet or Customer Agreement Addendum. Production Equipment, when acquired under a Fair Market Value (FMV) lease from Océ's affiliate Océ Financial Services, Inc., shall be either Remanufactured, Refurbished or "Like New" Equipment, in Océ's sole discretion. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by Océ, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under Océ maintenance, has been tested to ensure full functionality and reliability specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under Océ's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by Océ are estimates only and Océ shall not be liable for delays in delivery due to causes beyond Océ's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give Océ prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Title to Océ Products (except with respect to Software) shall pass to Customer at Customer's loading dock. Océ shall retain a first priority security interest in the Océ Products and all proceeds therefrom until all purchase payments due Océ have been made. Customer authorizes Océ to file Uniform Commercial Code financing statements relating to any and all Océ Products purchased hereunder and Customer agrees to reimburse Océ upon demand for all costs incurred in connection therewith. Customer agrees that an original or a photocopy of this Agreement (in whole or in part) may be filed by Océ as a Uniform Commercial Code financing statement and Customer hereby authorizes Océ to file any and all UCC documents without Customer's authentication, to the extent permitted by applicable law. Customer agrees to immediately notify Océ in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Océ Products from the Installation Site without first obtaining prior written consent from Océ. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in Océ upon Océ's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. Océ shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to Océ. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with Océ's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at Océ's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from Océ at its training rate in effect at the time of such training pursuant to Section 29.0. Customer must complete an Océ site survey, or equivalent Océ form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, Océ will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to Océ, or if there are any changes to Customer's computer network or software, any attempts by Océ to remedy such problems will be at its standard charges then in effect, and Océ makes no representation or warranty that it can remedy such problems.

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, Océ may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of Océ set forth above, or at any other place designated by Océ. Customer shall pay or reimburse Océ for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse Océ for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon Océ's net income).

8.0 DEFAULT AND REMEDIES.

- a. Any of the following shall constitute a default by Customer ("Default"):
 - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
 - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days
- b. Upon Default, Océ may exercise any one or more of the following remedies (which remedies shall be cumulative):
 - (i) terminate this Agreement and/or any applicable Schedule;
 - (ii) declare all amounts due from Customer immediately due and payable in full;

- (iii) secure peaceable repossession and removal of the Océ Products by Océ or its agent without judicial process and sell or lease at such place as Océ may deem advisable and Océ may be the purchaser at any such sale;
- (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Océ Products;
- (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of Océ's rights and remedies under this Agreement, including but not limited to, any right to require Océ to dispose of the Océ Products or otherwise mitigate its damages.

9.0 WARRANTY. Océ warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for Océ's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of Océ. All parts replaced under this warranty shall become the property of Océ. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against Océ. Océ's obligation hereunder is limited to the repair or replacement (at Océ's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to Océ of any discovered defects. Océ is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by Océ or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and Océ shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Océ provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR OCÉ'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OCÉ'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. Océ agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out of the claims of third parties that an Océ Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and Océ agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies Océ in writing of the claim and fully cooperates with Océ and Océ has sole control of the defense and all related settlement negotiations. Océ's obligation under this Section is conditioned on Customer's agreement that if such Océ Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in Océ's opinion is likely to become, the subject of such a claim, Customer shall permit Océ, at Océ's option and expense, either to procure the right for Customer to continue using the Océ Products or to replace or modify the Océ Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Océ's judgment, Customer shall return the Océ Product upon the request of Océ. Upon such return, Océ shall refund the applicable Océ Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. Océ shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by Océ; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of Océ with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold Océ harmless from and against any liability and expense, including reasonable attorneys' fees incurred by Océ in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of Océ. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to Océ, including the Documentation, and all copies thereof, or (ii) at Océ sole option, certify to Océ in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. Océ makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to Océ shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from Océ, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have

designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes Océ to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, Océ shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Software License Terms

14.0 THIRD PARTY SOFTWARE, OCÉ FIRMWARE AND OCÉ SOFTWARE. Océ makes available to customers Third Party Software as well as licenses Océ Firmware and Océ Software. Customer is not acquiring title to or any interest in any Software other than a license to use the Software in conjunction with the Equipment. Third Party Software and Océ Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Océ Firmware is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is purchasing or licensing Third Party Software (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the Third Party Software licensor. This is typically done during installation and registration of the software.

15.0 OCÉ SOFTWARE. If Customer is purchasing or licensing Océ Software, the terms and conditions set forth below apply:

- a. With respect to Océ Software used in conjunction with Production Equipment and VarioPrint models greater than 72 pages per minute:
 - (i) Océ hereby grants to Customer a personal, non-exclusive, non-transferable, limited license to use the Océ Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Production Equipment identified in the Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Software until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ Software with the Production Equipment.
 - (ii) The license granted in this Section 15(a) may not be assigned by Customer without the written consent of Océ and the payment of an additional license fee by the assignee (or subsequent licensee). Océ Software is licensed "as is", with no warranty, and Océ expressly disclaims all express and/or implied warranties.
- b. With respect to Océ Software used in conjunction with Wide Format Equipment, the terms and conditions set forth below apply:
 - (i) Océ grants to Customer the right to use the Océ Software only on a single computer at the Installation Site for its own internal use, except that the Océ Software may be executed from a common disk shared by multiple CPUs provided that one authorized copy of the Océ Software has been licensed from Océ for each individual computer executing the Océ Software. Océ makes no representation (and expressly denies and representations or warranties) as to the proper operation of the Océ Software in a multi-user environment if only a single user version of the Océ Software is licensed hereunder.
 - (ii) If a Fixed Client/Server License is specified in the Customer Agreement Addendum, Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of workstations (C.P.U.'s) on which the Client Software has been installed exceed the number of workstations specified in the Customer Agreement Addendum.
 - (iii) If a Concurrent Client/Server License is specified in the Customer Agreement Addendum, Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of users accessing the Server Software at any one time exceed the number of users specified in the Customer Agreement Addendum.
 - (iv) Customer may access the Océ Customer Service web site twenty-four hours per day, seven days per week. The web site provides self-support tools for Customer without charge. Information available to Customer may include: (i) problem solutions knowledge base; (ii) limited download of software; (iii) online information forums; and (iv) access to technical Documentation. Support beyond that set forth in this Océ Software License may be available upon purchase of Maintenance from Océ. Océ may, from time to time, release new versions of, or enhancements, updates or modifications to, the Océ Software. So long as Customer pays a license maintenance fee, Océ will provide such modifications, updates and enhancements to Océ Software free of additional charges. In the event that Océ introduces new versions of Océ Software and should Customer desire to license such new versions, Océ may require Customer to enter into a new license agreement at an additional charge. Prior versions of Océ Software shall be supported for a period of time as determined by Océ in its sole discretion.
- c. With respect to both Sections 15.0 a) and b) above:
 - (i) Except as expressly provided herein, Customer shall not, without the prior written consent of Océ, copy the Océ Software in whole or in part, except that Customer may make one (1) copy of the Océ Software (other than the embedded firmware) in machine readable format for backup purposes. The Océ Software is protected by United States copyright law. The original and any copy in whole or in part of the Océ Software made by Customer shall include Océ's copyright and other proprietary notices and shall remain the property of Océ.
 - (ii) This License does not include the rights to, and Customer is expressly prohibited from:
 - (aa) Modifying, translating, or merging the Océ Software with another program.
 - (bb) Reverse-engineering, disassembling, decompiling, or making any attempt to discover the source code of the Océ Software.
 - (cc) Sublicensing, selling, renting, or leasing any portion of the Océ Software.
 - (iii) The granting of rights to Customer hereunder is expressly conditioned upon Customer's full and strict compliance with all terms and conditions of this Agreement. This License is, and any rights hereunder are, non-transferable, non-exclusive and limited as set forth herein.
 - (iv) Océ, or an auditor appointed by Océ, shall have the right, upon reasonable notice, exercised no more than once per year, to inspect the applicable records of Customer, and Licensee grants Customer reasonable access to its personnel, records and facilities for such purpose.
 - (v) Customer agrees that it will not translate, disassemble, decompile, reverse engineer, or create derivative works based on the Océ Software or any portion thereof.
- d. CUSTOMER ACKNOWLEDGES THAT THE Océ SOFTWARE MAY INCLUDE FEATURES LIMITING ITS OPERABILITY BEYOND THE SCOPE OR TERM OF THIS LICENSE. Use, duplication, disclosure by or to the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights Clause at FAR 52.227-19, when applicable, or in the Technical Data-Commercial Items Clause at DFARS 252.227-7015 or successor provisions, when applicable. The parties acknowledge and agree that the Océ Software is "commercial computer software" as that term is defined in the DFARS and, therefore, that the U.S. Government is subject to DFARS 227.7202. The contractor/manufacturer is Océ North America, Inc., 5450 North Cumberland Avenue, Chicago, IL 60656. None of the Océ Software or underlying information or technology or any direct product thereof may be downloaded, exported or re-exported without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce. Customer agrees to comply with any other applicable export laws and regulations.

16.0 OCÉ FIRMWARE. Océ Firmware is protected by United States copyright law. Océ grants Customer a non-exclusive, non-transferable (except as set forth in this paragraph), limited license to use the Océ Firmware (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Equipment identified in the Cover Sheet and/or Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Firmware until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ firmware with the Equipment. The license granted herein for Océ Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Océ Firmware is embedded. As to Customer, the license to use Océ Firmware terminates upon transfer of title to the Equipment and shall vest with the transferee of such Equipment IN ORDER TO RECEIVE SUPPORT FROM OCÉ FOR ASSIGNABLE OCÉ FIRMWARE, INCLUDING UPDATES, MODIFICATIONS AND/OR ENHANCEMENTS. CUSTOMER'S ASSIGNEE MUST OBTAIN OCÉ'S PRIOR WRITTEN APPROVAL OF SUCH ASSIGNMENT AND MUST REGISTER WITH OCÉ. OCÉ MAY, IN ITS DISCRETION, REFUSE TO GRANT SUCH APPROVAL OR TO PROVIDE SUPPORT FOR ANY ASSIGNED OCÉ FIRMWARE. All Océ Firmware is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Océ Firmware only with those rights set forth in this Agreement. Océ Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Océ Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Océ Firmware, however, Customer is permitted to use the Océ Firmware solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the restrictions set forth above, including those limiting assignability of the Océ Firmware.

17.0 TERMINATION. Upon termination of any license granted hereunder with respect to the Océ Software and Océ Firmware, including upgrades and updates, and Customer's right to possess or use the same, shall immediately cease, unless otherwise specifically set forth herein. Upon such termination, Customer shall: (i) cease to use the Océ Software; (ii) return all Océ Software, any and all Océ confidential information in Customer's possession, and all Software Documentation; and (iii) deinstall such Software, and upon such deinstallation provide evidence reasonably satisfactory to Océ of such deinstallation. Customer shall use its best efforts to take necessary steps to achieve the requirements of this Section with regard to any client of Customer who was given access to or a license of the Software by Customer.

18.0 LIMITED WARRANTY. Océ warrants that the media on which the Océ Software is delivered will be free from defects in materials and workmanship under normal use for the Warranty Period. This warranty shall be terminated immediately if the media is subjected to accident, abuse, or improper use. Océ will be obliged to honor this warranty only if Customer provides notice to Océ of a defect in the media during the Warranty Period. Océ also warrants that upon installation, the Océ Software will materially conform to Océ's then current published specifications, provided the Océ Software is properly installed and used. Océ further warrants that prior to shipment, Océ has tested the Océ Software using commercially available virus detection programs and no viruses were found and that, except as noted herein, the Océ Software contains no "time bombs" or other disabling devices. Océ has implemented disabling code to protect Océ Software and Equipment against unlicensed use. Improperly or non-licensed Océ Software will operate only for a limited time, or will operate in some diminished capacity. There are no other warranties, express or implied in connection with the Océ Software.

19.0 DISCLAIMER. Customer expressly acknowledges and agrees that the Océ Software is provided "as is" and without warranty of any kind, express or implied. Océ expressly disclaims any other warranty, implied or statutory, including warranties of habitability, non-infringement and fitness for a particular purpose. OCÉ DOES NOT WARRANT THAT THE OCÉ SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. The entire liability of Océ, and the sole remedy of Customer, in the event of breach of these Océ Software License Terms shall be, at Océ's option, (i) Océ's use of commercially reasonable efforts to correct or replace the non-conforming Océ Software within a reasonable period of time after receiving written notice from Customer or (ii) refund the license fee paid by Customer to Océ less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Océ Software to Océ.

Product & Software Maintenance Terms

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

20.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. Océ's standard preventive Maintenance services will be provided during Océ's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding Océ recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by Océ. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at Océ's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by Océ. If Océ cannot perform a safety modification through no fault of Océ, or, if Customer refuses to permit installation of a safety change or removes any component deemed by Océ as integral to maintaining the safety of the Equipment, Océ may discontinue Maintenance for all Equipment until the problem as identified by Océ is remedied by Customer.
- c. Océ warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of installation, and Océ's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. Océ is not responsible for repairing or replacing parts, nor shall Océ be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of Océ. Parts used by Océ may, in Océ's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide Océ full, free and safe access to the Equipment for performance of Maintenance by Océ; (ii) allow Océ to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) **unless otherwise agreed in writing, report to Océ by the last business day of each calendar month (but no later than the 6th business day of the following month), the monthly usage according to the meter reading in footage or images as applicable;** and (v) promptly inform Océ of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.

- f. If Customer does not report to Océ the monthly usage as required by Section 20.0(d) Océ will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by Océ, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at Océ's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. Océ may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, Océ will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. Océ shall not be obligated hereunder to provide Maintenance or warranty services determined by Océ to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with Océ's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Océ's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Océ; (v) attachment(s) to the Equipment, including connection of devices not supplied by Océ, which cause the Equipment to malfunction, unless previously authorized in writing by Océ; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with Océ's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from Océ; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Océ. If in Océ's sole opinion, Equipment has been rendered unrepairable, then Océ may refuse to render services under this Agreement and may terminate this Agreement.
- j. In the event Customer removes an Océ Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with Océ), or, in the event Océ declares an end of life date with respect to an Océ Product (provided Océ has given customer no less than ninety (90) days prior written notice of such end of life date), Océ may withdraw such Océ Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

21.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, Océ's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by Océ pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than Océ's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of Océ. Moreover, empty toner bottles for certain models are recycled by Océ in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to Océ those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT OCE DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, OCE MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

22.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay Océ an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. Océ shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer shall provide meter readings by the last business day of each month (but no later than the 6th business day of the following month) by an Océ approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by Océ. Except for wide format products, When supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows Océ to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Océ to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for Océ's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that Océ enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

23.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by Océ; (vii) performance of normal operator functions as described in applicable Océ operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than Océ, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use Océ operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by Océ to resolve an exclusion set forth under this paragraph shall be billed at Océ's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

24.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of Océ.

25.0 SOFTWARE SUPPORT.

The provisions of Section 25.0(a) apply only those models beginning with "VP", "VS", "JetStream", "ColorStream", "CS" or "CPS":

- a. Provided no uncured Default has occurred, and Customer is covered under an active Océ software maintenance agreement, Océ will
 - (i) use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with Océ's then current published specifications. Océ, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by Océ, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in Océ's sole opinion, such modification affects the performance of the Software, Customer shall pay Océ, at Océ's then applicable rates, for all resulting support services.
 - (ii) make Software revisions available at no charge for Software deemed by Océ as "current" release versions. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that Océ classifies as "dot releases", meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
 - (iii) make "new" Software releases available to Customers at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, and improvements that Océ classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
 - (iv) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Océ Software. Software support shall terminate if Océ declares end of life for such Software, and then only with at least ninety (90) days prior written notice.
- b. The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":
 - (i) For certain Océ Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
 - (ii) Incidents may be purchased individually or in quantities as in accordance with Océ's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when Océ: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than Océ. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from Océ. Issues that Océ determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to an Océ Software Engineer or scheduled for on-site support at Océ's then-current consulting rates. Océ DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with Océ's then-current policy.
 - (iii) Océ will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the Océ Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
 - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
 - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by Océ after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by Océ, such as operating system or utilities software, even if running on computer equipment supplied by Océ. Océ may make these services available at Océ's then-current consulting rates. Océ reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. Océ shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

26.0 LICENSE FEE. The license for the various Océ Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Océ Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Océ Software solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Océ Software. With respect to third party software, Océ is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

27.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between Customer and Océ with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any

purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of Océ and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to Océ by facsimile or electronic transmission. This Agreement shall become effective and legally binding at the earlier to occur of (a) the date it is signed by Customer and countersigned by Océ, or (b) shipment of the Product(s)/Software set forth herein, or (c) upon performance of any Consulting Services, Educational services, or Maintenance set forth herein. By delivering the Customer signed Agreement to Océ by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to Océ, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. Océ shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither Océ nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that Océ may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Océ Products acquired by Customer from Océ. Océ does not acquire any ownership interest in any Customer trademarks. Océ shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in Chicago, Illinois and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Chicago, Illinois, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

Professional Services Terms

28.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by Océ. Océ grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

Educational Services Terms

29.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by Océ in the form of training sessions and are provided during Océ's standard business hours (Monday through Friday excluding Océ recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an Océ central training facility or at Customer's site as determined by Océ and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at Océ's discretion.
- b. Unless otherwise set forth in a writing signed by both parties, standard Océ published rates apply. Océ published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. Océ will bill Customer, and Customer agrees to pay, Océ's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under Océ's then current policy. Such training materials are Océ Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to Océ, Customer's Educational Services shall automatically terminate with no further obligation on the part of Océ, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) Océ may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by Océ and Océ and Customer do not agree to reschedule such session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) Océ may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to Océ received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If Océ and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. In the event that Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by Océ within five business days of the scheduled date for such training session, are not refundable. However, Océ may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (v) Océ is not obligated to refund any monies paid for registrants not attending any scheduled training session.

AI-40433
CC CONSENT

Purchasing Department 8. D.

Meeting Date: 09/11/2013

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, contract etc.) as attached hereto for project; Janitorial Supplies & Industrial Chemical Supplies - RFB No 2013-147 including the re-advertising of project in the event that no bids are received and/or rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

1st Ad - September 14, 2013

2nd Ad - September 21, 2013

Bid Opening Date:

October 02, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Facilities Management Dept.

\$29,882.92 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-32-330-001-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Juvenile Probation/Bootcamp.

\$7,176.10 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1295-423-00-330-028-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Juvenile Probation/Bootcamp.

\$3,529.32 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 1.

\$572.82 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-005-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 3.

\$1,001.51 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-005-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 2.

\$691.44 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-004-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 2.

\$204.76 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-018-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 2.

\$71.09 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-082-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 2.

\$854.38 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-122-008-0-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precint 2.

\$225.92 available funding as of 08/29/2013.

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-607

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

WIC Program.

\$7,149.27 available funding as of 08/29/2013.

Attachments

Dept-Precincts Okay of Specs

RFB2013-147-JANITORIAL SUPPLIES

Legal's Okay of Draft Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2013 04:34 PM
Budget & Management	Obdett Calzada	08/28/2013 05:09 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Yolanda Velasquez		Started On: 08/28/2013 01:51 PM
Final Approval Date: 09/06/2013		



MEMORANDUM



2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: ALL PRECINCTS AND DEPARTMENT HEADS

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer III

Date: August 7, 2013

Re: RFB No. 2013-147-00-00-YZV Approval of Specifications/Requirements for "JANITORIAL SUPPLIES, INSUDSTRIAL CHEMICAL & SUPPLIES"

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: X 3-1100-419-40-220-000-0-607

[Signature] 8/13/13
AUTHORIZED SIGNATURE DATE
Daniel Flores Proc. Mgr
PRINTED NAME PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than **TUESDAY, AUGUST 20, 2013 by 2:00P.M.**



MEMORANDUM

RECEIVED
AUG 14 2013
By [Signature]

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: ALL PRECINCTS AND DEPARTMENT HEADS

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** Please add Consume Eco-Lyzer (Spartan)*

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes _____ No _____ Other specify _____

BUDGET ACCOUNT#: _____

8/12/13

AUTHORIZED SIGNATURE

DATE

Eduardo Olivarez

Health Department

PRINTED NAME

PRECINCT/DEPARMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than **TUESDAY, AUGUST 20, 2013 by 2:00P.M.**



MEMORANDUM

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Purchasing Dept., Buyer III

Date: August 7, 2013

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Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <i>additions</i> <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 3-1100-473-32-330-001-0-607
3-1295-473-00-330-028-0-607

Mark Kent *mark kent* 8/20/13
AUTHORIZED SIGNATURE DATE

Israel "Buddys" Silva Jr. Juvenile Probation/Bootcamp
PRINTED NAME PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, AUGUST 20, 2013 by 2:00P.M.



MEMORANDUM

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To: ALL PRECINCTS AND DEPARTMENT HEADS

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer III

Date: August 7, 2013

**Re: RFB No. 2013-147-00-00-YZV Approval of Specifications/Requirements for
"JANITORIAL SUPPLIES, INSUDTRIAL CHEMICAL & SUPPLIES"**

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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 3-1200-431-00-121-005-0-607

Raul Lozano
AUTHORIZED SIGNATURE

8/23/13
DATE

Raul Lozano
PRINTED NAME

Precinct 1
PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than **TUESDAY, AUGUST 20, 2013 by 2:00P.M.**



MEMORANDUM

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To: ALL PRECINCTS AND DEPARTMENT HEADS

From: Yolanda Velasquez *YZV*
Purchasing Dept., Buyer III

Date: August 7, 2013

Re: **RFB No. 2013-147-00-00-YZV Approval of Specifications/Requirements for "JANITORIAL SUPPLIES, INSUDTRIAL CHEMICAL & SUPPLIES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT #: 31200-431.00-123-005-0-607 *also fund 1100,*

[Signature]

AUTHORIZED SIGNATURE

8/8/13

DATE

Joe M. Flores

PRINTED NAME

Pct #3

PRECINCT/DEPARMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than **TUESDAY, AUGUST 20, 2013 by 2:00P.M.**



MEMORANDUM

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To: ALL PRECINCTS AND DEPARTMENT HEADS

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer III

Date: August 7, 2013

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If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS	<input type="checkbox"/>

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: *3-1200-431-00-122-005-0-607 / 3-1200-431-00-122-004-0-607*
3-1100-466-00-122-018-0-607 / 3-1200-466-00-122-082-0-607
3-1100-452-00-122-008-0-607

Yolanda Cisneros

8/12/2013

AUTHORIZED SIGNATURE

DATE

Yolanda Cisneros

Pct. 2

PRINTED NAME

PRECINCT/DEPARMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, AUGUST 20, 2013 by 2:00P.M.



MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: ALL PRECINCTS AND DEPARTMENT HEADS

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer III

Date: August 7, 2013

**Re: RFB No. 2013-147-00-00-YZV Approval of Specifications/Requirements for
"JANITORIAL SUPPLIES, INSUDSTRIL CHEMICAL & SUPPLIES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	<input type="checkbox"/>

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 3.1292.441.00.350.001.3.607

Norma L. Longoria

AUTHORIZED SIGNATURE

08-07-13

DATE

Norma L. Longoria

WIC / PROGRAM

PRINTED NAME

PRECINCT/DEPARTMENT

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, AUGUST 20, 2013 by 2:00P.M.

Bid No: 2013-147-10-02	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626-ext 4881
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REQUEST FOR BIDS

HIDALGO COUNTY

“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”

(All Funding Sources, Programs & Entities)

BID OPENING DATE: October 02, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

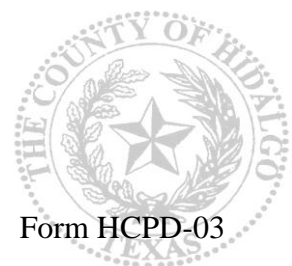
Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”** (All Funding Sources, Programs and Entities) 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—2013-10-02-YZV- HIDALGO COUNTY - JANITORIAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES"** (All Funding Sources, Programs & Entities) 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 9:30 a.m., WEDNESDAY, October 02, 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-2013-147-10-02-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES", (All Funding Sources, Programs & Entities)

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 of their Federal ID Number Certificate.
 15. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation- "**HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**" All Funding Sources, Programs & Entities) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Accounts Payable
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>October 02, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.
- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

-
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
 - For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided 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. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2013-147-00-00YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participants. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "*Janitorial Supply & Industrial Chemicals & Supplies*" as specified herein. **BIDS WILL BE ACCEPTED UNTIL 9:30 A.M., WEDNESDAY, October 00, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an "**As Needed Basis**" Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

- 1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.
- 2) All applicable products must have accompanying MSDS sheets at the time of delivery.
- 3) All items must be shipped **F.O.B. INSIDE DELIVERY.**
- 4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)
 - Aerosol cans required, bottles are not acceptable.
 - Pint containers required, gallon containers are not acceptable
 - RTU product required, a concentrate is not acceptable
 - Plastic bottles required, cans are not acceptable
- 5) Bidder must honor pricing for the entirety of the contract.
- 6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.
- 7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.
- 8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the re-

turn of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

- a) Seller's name and address
- b) Container number and total number of containers, e.g. box 1 of 3 boxes
- c) The number of the container bearing the packing slip.
- d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

“OR EQUAL INTERPRETATION CLAUSE: Any Time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY

This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms –(Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal

JANITORIAL & INDUSTRIAL SUPPLIES

DESCRIPTION OF ITEM(S)	
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal
89.	Gloves -Food Service - Large Clear (Brand Name)
90.	Gloves- Food Service - Medium Clear (Brand Name)
91.	Gloves -Latex - Small Disposable (Ansell or Equal)
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal
103.	Laced Dollies (different sizes and types)
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro) or equal
120.	Paper Bags #4 Brown (Duro) or equal
121.	Paper Bags #8 Brown (Duro) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal
123.	Paper Bags-6lb Brown 6BG (Duro) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal
127.	Paper Towels Multi Folds (Georgia Pacific) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal

JANITORIAL & INDUSTRIAL SUPPLIES

DESCRIPTION OF ITEM(S)	
134.	Saddle Bag (SB8.5 CLR 6.5 x 7) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (8J8) or equal
160.	Styrofoam Cups 4 oz (UJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal
167.	Toilet Brushes- (Standard Size) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only)
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal
192.	Utensils Forks -Plastic -Dispoz- medium -1,000/cs (WMF) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)
194.	Utensils Forks-Clear - (1,000 Ct.)
195.	Utensils Spoons -Plastic (Solo) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal
197.	Utensils Spoons -Plastic -Dispoz- medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal
204.	Weed Killer (Round up) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal

INSURANCE:

Insurance requirements for this project to be maintained through out the contract term (**refer to EXHIBIT “C” FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County’s option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.
2. Any contract awarded to a successful bidder will be in effect until;
 - (A) the contract expires,
 - (B) delivery and acceptance of products and/or performance of services ordered, or
 - (C) terminated by County with thirty days written notice prior to cancellation.
3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.
6. Vendor must have been in business for at least two years.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

ESCALATION CLAUSE:

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 adjust

ment 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.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, September 00, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, September 00, 2013 by 5:00 p.m.

REQUIREMENTS AGREEMENT
C-13-147

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2013 by and between **(VENDOR)**. ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Janitorial Supplies, Industrial Chemicals & Supplies**" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on_____, 2013 and expire on_____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 Buyer and Seller, and not otherwise.

d. **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.

e. **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 at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____

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 mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

Zimbra

yolanda.velasquez@co.hidalgo.tx.us

Fwd: Draft Contract for Janitorial Supplies

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Aug 28, 2013 03:51 PM
Subject : Fwd: Draft Contract for Janitorial Supplies
To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 28, 2013 3:48:44 PM
Subject: RE: Draft Contract for Janitorial Supplies

The draft contract is fine. ✓

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 28, 2013 3:17 PM
To: Steve Crain
Cc: Yolanda Velasquez
Subject: Fwd: Draft Contract for Janitorial Supplies

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 28, 2013 2:33:48 PM
Subject: Draft Contract for Janitorial Supplies

Good afternoon Mrs. Marty,

Attach please find copy of "Draft Requirement Agreement" for Janitorial Supplies and Industrial Chemical Supplies for legal review. I have prepared an Agenda item requesting authority to Advertise.

Please forward to legal for comment/review.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.

Tel: (956) 318-2626 ext. 4881

yolanda.velasquez@co.hidalgo.tx.us

AI-40442

Purchasing Department 8. E.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a renewal with IBM for service/maintenance and authority to execute required agreement with an automatic extension to cover (5) five years starting 10/1/2013 - 9/30/2018 with IBM Corporation through a requisition #240926 in the total of \$2,620.83 for the remainder of 2013 (October 1, 2013 through December 31, 2013).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available balance as of 9/3/13.

Attachments

Requisition

Quote

Legal's email approval attachments

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2013 04:34 PM
Budget & Management	Obdett Calzada	08/28/2013 05:09 PM
Glinda Pacheco	Glinda Pacheco	09/03/2013 03:09 PM
Auditor's Office	Obdett Calzada	09/06/2013 10:21 AM
Glinda Pacheco	Glinda Pacheco	09/06/2013 04:55 PM
Form Started By: Matilde Faz		Started On: 08/28/2013 03:29 PM
Final Approval Date: 09/06/2013		

Requisition

Req # 00240926

PO #

Date: 07/30/13

*Consent
40442
9/10/13*

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATEMENT OF WORK A404JC TRANSACTION CONTRACT PERIOD START DATE: 10/01/2013 END DATE: 09/30/2018 CHARGE PERIOD: START DATE: 10/01/2013 END DATE: 12/31/2013 DO NOT DUPLICATE ORDER		
1.00	EACH	A404JC SERIAL NUMBER 0078B2895 ULTRIUM TAPE 2U AUTOLOADER OCT-DEC 2013	558.63	558.63
1.00	EACH	A404JC SERIAL NUMBER 00005BE8A IBM ESERVER P5 550 OCT- DEC 2013	1,362.06	1,362.06
1.00	EACH	A404JC SL MIDRANGE/ENTRY TAPE SYSTEMS OCT-DEC 2013	130.71	130.71
1.00	EACH	A404JC SWMA FOR AIX OCT-DEC 2013	569.43	569.43
		Account No _____	Encumbrance	
		3-1100-415-00-200-002-0-336	2,620.83	
			Freight	.00
			Total	2,620.83
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Schedule for ServiceElite

240926

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:
HIDALGO COUNTY

Customer Billing Address:
HIDALGO COUNTY
INFORMATION TECHNOLOGY
100 N CLOSNER 1ST FLR
EDINBURG TX 78539-3523

Master Services Attachment Number: MAF3HBH
Statement of Work Number: A404JC
Change Authorization Number:
Customer Number: 04261394

Schedule Number: A404JC
Revised Schedule: No
Schedule Effective Date: 10/04/2012
Proposal Reference Date: 10/01/2013
Transaction Contract Period:
Start Date: 10/04/2012
End Date: 09/30/2018
Renewal Contract Period: 5 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):
WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 1,920.69
Service Charges: 700.14
TOTAL CHARGE PERIOD CHARGES: 2,620.83
Accumulated Adjustment Invoicing option: N

Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.
For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

Agreed to:

By: Hon. Ramon Garcia County Judge
Authorized signature

By: International Business Machines Corporation
Authorized signature

Name (type or print): Hon. Ramon Garcia County Judge
Date: 9/1/13

Name (type or print): _____
Date: _____

EBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ⁴
04261394	HIDALGO COUNTY	100 N CLOSNER, EDINBURG TX 78539-3523	2,620.83
Total			2,620.83

Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty.	Type of Svc ²	Maint. Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop
IBM	3581	L28		Specified Location: 04261394		City, State: EDINBURG TX 78539-3523						
IBM	9113	550		007882895		ULTRIMUM TAPE 2U AUTOLOADER	1	B	1	558.63 H		
Subtotal Without MES				00005BE8A		IBM ESERVER P5 550	1	B	1	1,362.06 H		
Subtotal With MES										1,920.69		
Total Charge Period Charges for Maintenance Machine List Without MES										1,920.69		
Total Charge Period Charges for Maintenance Machine List With MES										\$1,920.69		
See Legend for Details										\$1,920.69		



Schedule for ServiceElite

Services List

Eligible Machine Description-----

Customer Technical Contact Name (if applicable):
Customer Primary Technical Contact name :
Customer Primary Technical Contact phone number :

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start ⁵	Charges Stop ⁶
------	-------	---------------------	-----------------	--------------------------------	------	----------------------	----------------	----------------------------	---------------------------

Specified Location: 04261394
SL MIDRANGE/ENTRY TAPE SYSTEMS
City, State: EDINBURG TX 78539-3523

3581	L28	0078B2895	SWMA FOR AIX	FULL SHIFT	1	130.71			
				SUPPORT SUBSCRIPTION E5		569.43			
9113	550	00005BE8A		CHARGEABLE PROCESSORS FULL SHIFT	4	700.14			
Subtotal						700.14			
Total Charge Period Charges for Services List						\$ 700.14			

Note: One Time Charges are not included in these totals.
See Legend for Details

IBM Schedule for ServiceElite

Legends:

¹ Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

² TYPE OF SERVICE

- A) On-Site Repair/Exchange Services: Monday through Friday (excluding holidays) 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services: 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services: Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services: 7 days a week, 24hrs/day, 2 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³ MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for WinCor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for WinCor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade for selected Non-IBM Machines

⁴ Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
 - An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
 - An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
 - An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ServiceElected CHIS contract with duplicate Maintenance Services coverage.
 - A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
 - An (M) indicates a Miscellaneous Equipment Specification (MIES) on order is not installed and applicable pricing not included.
 - An (N) indicates that the Product is a non-GSA Schedule item.
 - An (O) indicates a one time charge.
 - A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
 - An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
 - An (S) indicates a manual order installation date change.
 - A (U) indicates usage charges which are measured in either feet, hours, or impressions.
 - A (W) indicates a Machine under warranty.
 - An (X) indicates On-order Products which are shown for planning purposes only.
 - An (Y) indicates On-order MIES Products which are shown for planning purposes only.
- ⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

Matilde Faz

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, December 26, 2012 3:01 PM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Matilde Faz'; 'Darlene Betancourt'; 'liza.lopez'
Subject: RE: Computer Maintenance Purchase Order#668259 Renewal: First Notice

I have reviewed the service agreement with IBM 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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 26, 2012 11:58 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Matilde Faz'; 'Darlene Betancourt'; 'liza.lopez'
Subject: FW: Computer Maintenance Purchase Order#668259 Renewal: First Notice
Importance: High

Hope you had a wonderful Xmas:
Could you please review and comment as to form.
Marty

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Wednesday, December 26, 2012 10:32 AM
To: 'Martha Salazar'
Cc: renan.ramirez@co.hidalgo.tx.us; mike.robledo@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Matilde Faz'
Subject: FW: Computer Maintenance Purchase Order#668259 Renewal: First Notice
Importance: High

Marty,

Tyler Technologies, Inc.

The Software Group Division

The Software Group
6500 International Parkway, Suite 2000
Plano, TX 75069

Corporate Office (972) 713-3770
FAX (972) 713-3778
Client Support (800) 886-8888
Support FAX (972) 713-3780

Fax

To: Renan Ramirez **Re:** IBM Hardware Maintenance Contract
Office: Hidalgo County Data Processing **Fax:** (956) 318-2152
From: Jennifer Keltner
Date: 12/19/05 **Pages:** 6 (including cover)

Urgent For Review Please Comment Please Reply Requested Material

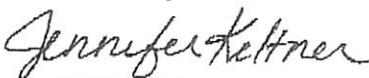
Comments:

Renan:

Attached is important information regarding your IBM hardware maintenance contract. No additional action is required. These documents are only for your records.

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

Thanks,



Jennifer Keltner
Purchasing
The Software Group
972-713-3770
jennifer.keltner@tylertech.com

To:Hidalgo County Data Processing

Thank you for your business and welcome to IBM Services. This document will provide information explaining how to engage IBM to receive the services for which you have contracted.

You will be able to receive the contracted level of service effective immediately. Please read below for information on engaging IBM Service Support.

It is very important that this information be forwarded to anyone in your organization, across all shifts, who may be involved in initiating a service call with IBM. It will expedite the receipt of services for which you have contracted.

IBM Maintenance Service

If you need service on your equipment please call 1-800-IBM-SERV (1-800-426-7375). This number will connect you directly to the IBM Call Center responsible for initiating the service call. When placing a call please have the machine type and serial number available for the equipment requiring service.

If you need maintenance service prior to the completion of contract processing, called the Initial Enrollment Period (IEP), the IBM Call Center may not be able to verify your eligibility for maintenance through the standard IBM data base. This is a normal occurrence as it takes some time for the contracts to be completely processed and reflected within the IBM information systems. If, for this reason, the IBM Call Center is unable to verify a contract please ask them to transfer you to the **Customer Entitlement Team (CET)**. The CET has been set up to handle any customer service requirements during the Initial Enrollment Period. The CET will work with you to verify the equipment requiring service is on a valid contract which is currently being processed at IBM.

After being transferred to the CET, tell them you have signed a service contract through an IBM Business Partner and have the information they will need for proof of purchase. The information needed by the CET to verify your equipment is eligible for service and to initiate the service call is:

Contract # AF3HBH

Contract Start Date 08/15/05

Equipment List 3580 L11/ 1320473

- 1) A copy of the signature page of the **Statement of Work for Services Acquired from an IBM Business Partner (Z125-5766)**
- 2) A copy of a document verifying which equipment is being covered and a description of the type of service contracted (i.e. 24x7, 9x5, etc.) This document can be either:
 - A. The **IBM Schedule for Services Acquired from an IBM Business Partner (Z125-5769)**, or
 - B. An equivalent document we provide which lists the required information.

We will leave copies of these two documents with this letter. The CET will provide a fax number, when requested, during the call. Please fax the above two (2) documents to them. Upon receipt they will verify entitlement and initiate the service call.

If you have misplaced these documents you can have the CET contact us directly and we will provide them on your behalf or you can contact us and we will send you copies.

The CET is open 24 hours a day.

Some services, such as IBM installation of Customer Setup machines, are not included in a Service Suite contract. These services are available as a separate, contracted service. A contract will be provided and services performed at your request and will be billed separately from your ServiceSuite contract. If you need any of these additional services please contact us.

Please note- This process should only be necessary during the Initial Enrollment Period. After the contracts have been processed and IBM's systems have been properly updated it should not be necessary to provide proof of purchase.

Sincerely,
Tyler Technologies

Authorized IBM Business Partner

IBM Master Services Attachment for ServiceElite

1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"), Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract part of a Schedule that references this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specific Locations at which the Services will be provided. A Specific Location may be your entire information processing environment, a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine Maintenance Service or Eligible Program support Services specified in a Schedule.

2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of our Services IBM provides and our general business responsibilities associated with those Services. Therefore, IBM will provide the Services, as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoices.

IBM is not responsible for 1) the actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Attachment with your modification:

As used in this Attachment, "you" and "your" refer to the Customer Company identified below.

Agreed to:
Midalco County Data Processing

Agreed by:
International Business Machines Corporation

By: 
Authorized signature

By: _____
Authorized signature

Name (type or print): Ramon Garcia

Name (type or print):

Date: 8/15/05

Date:

Customer Company address:

Attachment number:

Ramon Ramirez / 558-318-2161
100 N. CLOSER
County Courthouse
EDINBURG TX 78639-3523

Agreement number: MAF3H8H

Customer number: 0636740

Telephone number:

IBM Address:

Billing Address:

IBM CORPORATION
4111 NORTHSIDE PARKWAY
ATLANTA, GA 30327

SUPPORT NET INC
ACCTS PAYABLE
4400 WEST 98TH ST
INDIANA POLIS IN 46269-2912

IBM Schedule for ServiceElite Acquired from an IBM Business Partner

This Schedule contains a listing of the Eligible Machines of the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between our client (these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement for any equipment agreement in effect between us identified below.

Name and Address of Customer:

Hidalgo County Data Processing
Ramon Ramirez / 988-318-2151
100 N CLINGER
County Courthouse
EDWING TX 76839-3823

Customer Billing Address:

SUPPORT NET INC
ACCTS PAYABLE
4400 WEST 26TH ST
INDIANAPOLIS IN 46228-2012

Business Partner Name and Address:

SUPPORT NET INC
MIDVALLEY COUNTY
DATA PROCESSING
100 N CLINGER
COUNTYHOUSE
EDWING TX 76839-3823

Agreement Number:

Master Services Attachment Number: M46394BH
Statement of Work Number: AF34BH
Change Authorization Number: 03306744
Customer Number:

Schedule Number:

Revised Schedule:
Schedule Effective Date:
ASPID Number:

AF34BH
No
08/01/2005
06661724

Responsible Contracted Person:

Steve Baker
Contract Date: 08/16/2005
Contract Number: 039142006

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

Hidalgo County Data Processing

By: *Ramon Ramirez*
Name (type or print): Ramon Ramirez
Date: 8-16-05

Agreed to:

International Business Machines Corporation

By: _____
Name (type or print): _____
Date: _____

Approved by _____
Date: 8-11-05

2125-7201-01 1/02/05

Contact: AF34BH (prepared 05/19/05 11:56 SAISHARF)

Service Suite Entitlement Notification

Customer Name Hidalgo County

Contract # AF3HSH

Contract Dates 08/30/05- 05/29/06

Serial Numbers 3580 L11/ 1320473

AI-40451

Purchasing Department 8. F.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase a renewal for help desk support center/remote support of Software Subscription License through a purchase order with company's response as to acceptance of purchase order not executed agreement, with bigWebApps effective 08-01-2013 to 07-31-2014 through requisition #240538 for the following:

Department	Yearly Fee	Account Number
(I. T.) Information Technology	\$5,952.95	3-1100-415-00-200-002-0-336
Asset Manager	\$1,785.89	3-1100-415-00-200-002-0-336
Email Parser	\$595.30	3-1100-415-00-200-002-0-336
LDAP Replicator	\$1,190.59	3-1100-415-00-200-002-0-336
Remote Assistance	\$595.30	3-1100-415-00-200-002-0-336
Facilities Management (Maintenance Dept.)	\$2,024.01	3-1100-419-40-220-001-0-336
Commissioner Precinct 1	\$2,024.01	3-1200-431-00-121-004-0-336
Commissioner Precinct 4	\$2,024.01	3-1200-431-00-124-007-0-336
Non Profit Discount	<\$4,582.65>	All of the above

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-004-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote

Terms & Conditions

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:30 AM
Budget & Management	Obdett Calzada	09/05/2013 11:39 AM
Glinda Pacheco	Glinda Pacheco	09/06/2013 09:42 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Matilde Faz		Started On: 08/28/2013 04:39 PM
	Final Approval Date: 09/06/2013	

Requisition

Req # 00240538

PO #

Date: 07/23/13

*Consent
40451
9/10/13*

Bill To: x
x

Vendor : 377066
BIGWEBAPPS
1447 PEACHTREE ST., STE 880
ATLANTA GA 30309
FAX (678)623-0296

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 00000577		
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM TECHNICIAN LICENSES (UNLIMITED)	5,952.95	5,952.95
1.00	EACH	OM ASSET MANAGER - 30% UPLIFT	1,785.89	1,785.89
1.00	EACH	OM EMAIL PARSER - 10 % UPLIFT	595.30	595.30
1.00	EACH	OM LDAP REPLICATOR - 20 % UPLIFT	1,190.59	1,190.59
1.00	EACH	OM REMOTE ASSISTANCE - 10 % UPLIFT	595.30	595.30
1.00	EACH	OM PCT 1 WORK ORDER SUPPORT	2,024.01	2,024.01
1.00	EACH	OM COUNTY COMMISSIONER PCT 4	2,024.01	2,024.01
1.00	EACH	OM FACILITY MAINTENANCE DEPT	2,024.01	2,024.01
1.00	EACH	OM NON PROFIT DISCOUNT	-4,582.65	-4,582.65
		<u>Account No</u>	<u>Encumbrance</u>	
		3-1100-415-00-200-002-0-336	5,537.38	
		3-1100-419-40-220-001-0-336	2,024.01	
		3-1200-431-00-121-004-0-336	2,024.01	
		3-1200-431-00-124-007-0-336	2,024.01	
			Freight	.00
			Total	11,609.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

240538



Ongoing Help Desk Support Renewal

Company Address PO Box 7010
Atlanta, GA 30357
US

Created Date 8/28/2013
Expiration Date 9/1/2013
Quote Number 00000577

Prepared By Mike Clements
Phone (866) 996-1200 ext.703
E-mail mike.clements@bigwebapps.com

Phone (956) 292-7010
Email lee.pena@co.hidalgo.tx.us

Bill To Name Hidalgo County
Bill To 100 E. Cano
4th floor
Edinburgh, TX 78541

Ship To Name Hidalgo County

Product	Sales Price	Quantity	Discount	Total Price
Technician Licenses	\$468.00	Unlimited	47.00%	\$5,952.96
Asset Manager - 30% Uplift	\$3,369.60	1.00	47.00%	\$1,785.89
Email Parser - 10% Uplift	\$1,123.20	1.00	47.00%	\$595.30
LDAP Replicator - 20% Uplift	\$2,246.40	1.00	47.00%	\$1,190.59
Remote Assistance - 10% Uplift	\$1,123.20	1.00	47.00%	\$595.30
Additional Departments	\$2,024.01	3.00		\$6,072.03
Non Profit Discount	(\$4,582.65)			(\$4,582.65)

Information

Notes

County Commissioner Pct 4: \$2,024.01

Pct 1 Work Order Support: \$2,024.01

Facility Maintenance Dept: \$2,024.01

Contract Start Date 8/1/2013
Contract End Date 7/31/2014

Subtotal \$20,583.78
Total Price \$11,609.41
Grand Total \$11,609.41

Quote Acceptance Signature

Signature _____

Name _____



SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

LICENSOR: **BIGWEBAPPS, INC.**
 PO Box 7010
 Atlanta GA 30357-0010

LICENSEE: **Hidalgo County**
 2802 S. Bus. Hwy. 281
 Edinburg, TX 78539

1. Grant of License.

BigWebApps, Inc. (also referred to herein as "bigWebApps") hereby grants to Licensee, and Licensee accepts from bigWebApps, Inc., a license to use the bigWebDesk Software Program and related documentation (hereinafter the "Licensed Software" or "Software"), in machine-readable source and object code formats, at a single designated CPU, or at a designated number of Workstations, or designated Site(s), as the case may be, subject to and in accordance with the terms, conditions and limitations of this Agreement.

2. Scope of License.

Licensee agrees that it will use the Licensed Software hereunder only in connection with its own normal legal business operations, and it will not, without the express written permission of bigWebApps, Inc., sell, lease, or otherwise provide or make available the Licensed Software to any third party. The Licensed Software and all purchased licenses of the Licensed Software are granted full use to the Licensee and all legal business entities the Licensee owns and operates.

3. Payment Terms.

- (a) **License Pricing.** License pricing will be based on a yearly subscription fees (the "Annual Subscription Fees"). In addition to the foregoing charges, Licensee is not obligated to pay any federal, state, local, and other taxes, fees and assessments imposed in connection with this Agreement.
- (b) **Term Commitment.** The Licensee commits to the quantity of Annual Subscription Fees described in Exhibit A ("Term Commitment").
- (c) **Invoicing and Payment Terms.** Before bigWebApps, Inc. furnishes full rights to the Software, bigWebApps, Inc. will require the Licensee to make an Initial payment of the Annual Subscription Fee for the first year of Software License. Thereafter, bigWebApps, Inc. may bill the Licensee annually in two months in advance of contract term for each year of Software Licensing. All payments are due net 30 days from the date of receipt of a bigWebApps invoice. If bigWebApps, Inc. does not receive the full amount of payment within thirty (30) days after the receipt of the invoice, an additional two-point-five percent (2.5%) (or to the extent allowable by law) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to bigWebApps, Inc. Licensee shall also be liable for any and all attorney and collection fees arising from bigWebApps, Inc.'s efforts to collect any unpaid balance of Licensee's account. Notwithstanding the previous, bigWebApps, Inc.'s remedies for late payments as set out in this Section 3(c) and in Section 5(c) hereof shall be mutually exclusive.

4. License Activation Date.

The License Activation Date shall be the first date of the contract term set out in Exhibit A hereto.

5. Duration and Termination

(a) **Duration.** Unless terminated earlier as provided elsewhere in this Agreement, bigWebApps, Inc. will continue to provide the Licensed Software and the related services set out in Exhibit A attached hereto for as long as the Licensee continues to pay the Annual Subscription Fee during the contract term defined in Exhibit A ("Term"). In the event that the Licensee continues to license the Software past the Term, Agreement shall automatically renew for another (12) month period, unless written notice of termination of the Agreement is given (30) days prior to Term Commitment or Licensee initiates a renegotiation of the terms of the Agreement with bigWebApps, Inc. During any such automatic extended Agreement period, bigWebApps, Inc., at its option, may bill Licensee at the rates contained in this Agreement or at rates in effect at that time. However, rates are limited to and may not exceed 10% of previous years contract with existing purchased services. Any new additional services will be billed at the current scheduled price.

(b) **Voluntary Termination.** Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days' prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by bigWebApps, Inc., Licensee shall be responsible for the payments specified in Section 5(e). bigWebApps may only voluntarily terminate this Agreement if a material breach is found as specified in Section 5 (c).

(c) **For Breach.** Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach by the non-breaching party. Without limiting the generality of the foregoing, failure to make any payment to bigWebApps, Inc. when due is a material breach of this Agreement on the part of Licensee. Should bigWebApps, Inc., as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e). Should Licensee, as a result of bigWebApps, Inc.'s material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, bigWebApps, Inc. shall refund to Licensee the pro-rata portion of the Annual Subscription Fee paid which relates to the remaining period of the Term following termination of the Agreement.

In addition to the foregoing, in the event of a breach, each party shall be subject to the provisions of Section 11(b) hereof.

(d) **Effect of Termination.** Within five (5) days after termination of this Agreement, Licensee shall be blocked from the Licensed Software.

(e) **Early Termination Charges.** The rates and discounts set forth in this Agreement are based on Licensee's commitment to purchase the Software License for the entire Term Commitment. To compensate bigWebApps, Inc. for any loss related to early termination of the Agreement, and not as a penalty, Licensee -- in the case of its voluntary termination pursuant to Section 5(b) or bigWebApps, Inc.'s termination pursuant to Section 5(c) -- shall pay bigWebApps, Inc. an early termination charge. The early termination charge shall come in effect during the first 90 days of Term Commitment. During this time all fees paid by Licensee for the Term Commitment will be reimbursed to Licensee minus an early termination fee of 25% of such paid fees, with a minimum of \$300 of Licensee contract amount. Past 90 days of Term Commitment, all fees paid by Licensee attributable to the remaining portion of the Term Commitment will be reimbursed to Licensee minus an early termination fee of 50% of such paid fees. The reimbursed amount minus early termination charge shall be paid to Licensee within thirty (30) days after written notice of termination.

(f) **Other Charges.** Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by bigWebApps, Inc. prior to the termination of this Agreement, as the case may be.

6. License Not a Sale

This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in bigWebApps, Inc. Nor

shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

(a) **Copyright.** bigWebApps Inc. is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold. All title and copyrights in and to the Software are owned by bigWebApps. All title and intellectual property rights in and to the content which may be accessed through use of the Licensed Software is the property of the Licensee and also may be protected by applicable copyright or other intellectual property laws and treaties.

(b) **Intellectual Property Rights.** bigWebApps Inc. acknowledges and agrees that any data distributed to bigWebApps Inc. network for processing constitute confidential and proprietary information belonging to Licensee and/or its customers ("Customer Data"), and contain trade secrets and intellectual property protected under United States copyright and other laws and international treaty provisions. bigWebApps agrees not to remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data. bigWebApps agrees not to mine, farm, or sell any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data to any third party. This Agreement does not grant Licensee any rights in connection with any trademarks or service marks of bigWebApps or its customers.

7. Security

Data is stored using Microsoft SQL Server on state-of-the-art Dell file servers. All software and systems are fully compliant with up-to-date patches and are regularly serviced based on Security Updates issued by Microsoft Corporation. The transfer of sensitive data, such as password information, as appropriate, is accomplished over a secure network using MD5 security. Components of the system, where technically feasible, are redundant and fault tolerant for bigWebApps Inc. operations. All hosted data and its hosting facilities of bigWebApps Inc. are protected by an undisclosed security protocol with restricted access requiring authorization authentication.

8. Software Maintenance.

bigWebApps, Inc. shall be obligated to correct errors, or remedy defects in, or to provide modifications or enhancements to the Licensed Software in a timely manner based on the priority ratings set out in Exhibit B hereto. This further includes that the Licensee is entitled to all upgrades, patch fixes, and new available features. (SEE EXHIBIT "B" FOR DEFINITION)

9. User Registration.

Each qualified "user" of the Licensed Software will be assigned a separate registration number by bigWebApps, Inc. Licensee agrees that each registered user account will be used by one person at a time unless given authorization from bigWebApps, Inc. do so otherwise. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user unless given authorization from bigWebApps, Inc. to do so otherwise.

10. Warranties.

For so long as Licensee licenses the Software from bigWebApps, Inc. bigWebApps, Inc warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Licensee keeps its payments to bigWebApps, Inc current.

11. DISCLAIMERS.

(a) **DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY.** THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER BIGWEBAPPS, INC. NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND BIGWEBAPPS, INC. HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1)

MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. LICENSEE FURTHER AGREES THAT BIGWEBAPPS, INC. SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, PUBLIC INTERNET FAILURE BEYOND BIGWEBAPPS, INC. CONTROL, CURRENT LICENSEE HARDWARE AND SOFTWARE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, EXCEPT AS PROVIDED IN SECTION 11(b) HEREOF.

(b) Indemnification. Licensee agrees to indemnify to the extent allowable by law, defend and hold harmless bigWebApps Inc and its affiliated entities, directors, officers and employees (each a "bigWebApps, Inc. Party") from and against any damages, losses, and liabilities incurred by bigWebApps, Inc. to the extent arising out of or relating to (i) Licensee's negligence or willful misconduct, or that of its employees, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee. Party. bigWebApps, Inc. agrees to indemnify to the extent allowable by law, defend and hold harmless Licensee and its affiliated entities, directors, officers and employees (each a "Licensee Party") from and against any damages, losses, and liabilities incurred by Licensee to the extent arising out of or relating to (i) bigWebApps, Inc.'s negligence or willful misconduct, or that of its employees or agents, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee Party. Subject to Section 11(c), in no event shall either party be liable to the other for any incidental, special or consequential damages incurred by the other party as a result of the performance or any default in the performance of their respective obligations under this Agreement.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply. In such jurisdictions, each party's liability is limited to the greatest extent permitted by law.

12. Proprietary property of the parties.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of bigWebApps, Inc., and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, bigWebApps, Inc., which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customer. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to such use, and approval of such materials, by bigWebApps, Inc.

(b) Each party acknowledges that, pursuant to this Agreement, it shall have access to information owned by the other party which constitutes highly confidential and/or proprietary information of such other party ("Confidential Information"). Confidential Information includes, but is not limited to, any information of either party related to either party's services, operations, systems (including the Licensed Software), programs, inventions, techniques, customers, prospective customers, trade secrets, and other information of, or relating to, either party's business. Each party further acknowledges that the unauthorized disclosure of any part of the Confidential Information by the party accessing the Confidential Information ("Access Party") may result in serious injury to the party that owns the Confidential Information ("Owner Party"). The Access Party shall thus take reasonable precautions to maintain the security and confidentiality of the Confidential Information, which precautions shall not be less stringent than those employed, or that reasonably should be employed, by the Access Party to protect its own most proprietary information.

The parties agree that the term "Confidential Information" does not include information if and to the extent: (i) the information is or becomes generally available or known to the public through no fault of the Access Party; (ii) the information was already known by, or available to, the Access Party on a non-confidential basis prior to the disclosure by the Owner Party; (iii) the information is subsequently disclosed to the Access Party by a third party who is not under any obligation of confidentiality to the Owner Party; (iv) the information is required to be disclosed pursuant to an applicable law or regulation, or a judicial process, government investigation, legal proceeding or other similar process; or (v) the information has already been or is hereafter independently acquired or developed by the Access Party without violating any confidentiality agreement or other similar obligation. If the Access Party is required to disclose the Confidential Information of the Owner Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Access Party, if it is reasonably possible to do so, shall give such prior written notice to the Owner Party to allow the Owner Party to seek an appropriate protective order or modification of any disclosure.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and/or to comply with applicable laws and regulations.

(d) The obligations of this Paragraph 12 shall survive termination of this Agreement. Each party understands that the unauthorized publication, disclosure or use by the Access Party of any Confidential Information of the Owner Party may cause irreparable harm to the Owner Party for which there is no adequate remedy at law. Each party therefore agrees that in the event of such unauthorized disclosure or use, the Owner Party may, at its discretion and at the Access Party's expense, terminate this Agreement, obtain immediate Injunctive relief in a court of competent jurisdiction, or take such other steps provided for in this Agreement as it deems necessary to protect its rights. If the Owner Party, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to the Owner Party, that there will be no such unauthorized disclosure or use. In the absence of such assurance, the Owner Party may take such steps provided for in this Agreement as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a).

13. Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association ("AAA"). Any mediation proceeding under this Agreement shall be conducted in Hidalgo County. The Mediation shall be conducted by a mutually acceptable mediator to be chosen by the parties. Neither party may unreasonably withhold consent to the selection of a mediator. However, if the parties are unable to reach an agreement on the selection of the mediator, the AAA will select the mediator. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

14. General

(a) **Waiver of Breach.** The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party or its successor.

(c) **Governing Law.** This Agreement shall be applied and construed according to the laws of the State of Texas without regard to conflicts of laws provisions thereof. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

- (e) **Jurisdiction.** By entering this Agreement, each party agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Texas in the event any legal action is commenced by either party or its successor to enforce any rights arising hereunder.
- (f) **Headings.** The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.
- (g) **Entire Agreement.** This Agreement, together with all schedules, exhibits and amendments hereto, constitute the entire agreement of the parties and supersede all prior discussion, correspondence and agreements between them with respect to the subject matter hereof. No modifications of this Agreement shall be effective unless the same is in writing and signed by both parties.
- (h) **Joint and Several Obligations.** All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.
- (i) **Counterparts.** This Agreement may be executed in multiple counterparts, which together shall constitute one and the same Agreement.
- (j) **Notices.** Any notice given under this Agreement shall be given in writing, and sent by hand delivery, facsimile transmission (receipt confirmed), overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its stated location of business.

15. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Matilde Faz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 11:17 AM
To: 'Matilde Faz'
Subject: FW: bigWebApps HelpDesk - Renewal

Importance: High

Proceed with renewal on consent agenda.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 11:00 AM
To: 'Martha Salazar'
Cc: 'Matilde Faz'; 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: RE: bigWebApps HelpDesk - Renewal

Marty,

I have reviewed and approve as to the form of the renewal 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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 10:44 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Matilde Faz'; 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: bigWebApps HelpDesk - Renewal
Importance: High

Ms. Josephine:

AI-40485
CC CONSENT

Purchasing Department 8. G.

Meeting Date: 09/11/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following with REIM Construction, Inc. contracted vendor for Pct. 2 Minnesota Road West of "I" Road submitted through project engineer Raul Sesin through contract #C-12-273-12-28.

1. Application for Payment No. 3 (Final) in the amount of \$11,505.59;
2. Application for Payment No. 4 (Retainage Release) in the amount of \$ 13,270.07;
3. "Certificate of Construction Completion" Reflecting the completion date of May 02, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-084-0-731/841

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

BUDGETARY IMPACT:

PO# 689764 available funding as of 9-6-13 \$12,783.99 (Object 731 4,218.72 & 841 8,565.27)
Funding available through P.O.#689764
(731) County will pay 33% of cost and (841) City will pay 67% of cost.

FISCAL YEAR: 2013

ACCT. #: 3-1200-206-00-122-027-0-000

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

BUDGETARY IMPACT:

Account currently reflects a balance \$11,991.67, however, after application for payment #3 is processed the retainage account will reflect a balance of \$13,270.07.

Attachments

[Application for Payment #3 \(Final Pymt\)](#)

[Application for Payment #4 \(Ret Release\)](#)

[Backup for Retainage Release](#)

[Certificate of Construction Completion](#)

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	09/05/2013 01:56 PM
Purchasing Department	Marty Salazar	09/06/2013 03:14 PM
Budget & Management	Obdett Calzada	09/06/2013 03:42 PM
Manuel Chapa	Manuel Chapa	09/06/2013 04:57 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM

Form Started By: Carlos Jasso

Started On: 08/30/2013 10:02 AM

Final Approval Date: 09/06/2013

APPLICATION FOR PAYMENT NO. 3

(FINAL PAYMENT)

To: Hidalgo County Precinct 2
From: REIM Construction, Inc.
Project: Minnesota Road West of "I" Rd. Paving and Drainage Improvements
Owner Contract No.: C-12-273-12-28
Engineer's Project No.:
For work accomplished through the date of: April 30, 2013

1. Original Contract Price:	\$122,158.25
2. Net Change by Change Orders and Written Amendments (+or-):	10,542.47
3. Current Contract Price (1 plus 2)	\$132,700.72
4. Total Completed and Stored to Date:	\$132,700.72
5. Retainage (per agreement):	
10% of Completed Work:	\$13,270.07
10% of Stored Materials:	\$0.00
Total Retainage:	\$13,270.07
6. Total Completed and Stored to date less retainage (4 minus 5):	\$119,430.65
7. Less previous Application for Payment:	\$107,925.06
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 11,505.59

Accompanying Documents:
 CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payment received from OWNER on account of Work due under the Contract referred to above have been applied on an account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such liens, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Date: August 8, 2013

REIM Construction, Inc
 CONTRACTOR

PO # 689764
 3-1200-431-00-122-084-0-84/13
 Reg # 231910



State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before me this 8th
 Day of August, 2013.
 Notary Public
 My Commission Expires: 6-18-17

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

INVOICE RECEIVED BY: REIM Construction, Inc
 ON: 8/27/13
 GOODS/SERVICES RECEIVED BY: REIM Construction, Inc
 ON: 8/27/13

By: [Signature]
Hidalgo County Precinct 2

Item No.	Description	Quantity	Unit	Unit Price	Amount
100	PRIME COAT	5627	SY	\$1.20	6,752.40
104	8" COMPACTED CALICHE (LABOR)	6561	SY	\$2.20	14,434.20
105	TENSAR TX 5 GEOGRID	6561	SY	\$3.80	24,931.80
117	2% LIME SUBGRADE	6561	SY	\$4.35	28,540.35
118	EROSION CONTROL	1	LS	\$4,552.00	4,552.00
119	REGRADE ROADSIDE DITCH	1	LS	\$8,909.00	8,909.00
120	PERMANENT PAVEMENT MARKINGS	1	LS	\$6,190.00	6,190.00
121	TRAFFIC CONTROL	1	LS	\$6,710.00	6,710.00
122	4" ASPHALT DRIVEWAYS	355	SY	\$47.00	16,685.00
123	4" CONCRETE DRIVEWAYS	92	SY	\$35.75	3,289.00
124	18" RCP CLASS III	34	LF	\$34.25	1,164.50
TOTAL					122,158.25

TOTAL CONTRACT AMOUNT \$ 122,158.25

CHANGE ORDER NO.1					
Item No.	Description	Quantity	Unit	Unit Price	Amount
122	4" ASPHALT DRIVEWAYS	272	SY	\$47.00	12,784.00
123	4" CONCRETE DRIVEWAYS	-62.7	SY	\$35.75	(2,241.53)
TOTAL CHANGE ORDER NO.1					10,542.47

132,700.72

YTD
S.W.H. TOWN
00 C MP 65

Total Work Done					
Item No.	Description	Quantity	Unit	Unit Price	Amount
		5627	SY	\$1.20	6,752.40
		6561	SY	\$2.20	14,434.20
		6561	SY	\$3.80	24,931.80
		6561	SY	\$4.35	28,540.35
		1	LS	\$4,552.00	4,552.00
		1	LS	\$8,909.00	8,909.00
		1	LS	\$6,190.00	6,190.00
		1	LS	\$6,710.00	6,710.00
		355	SY	\$47.00	16,685.00
		92	SY	\$35.75	3,289.00
		34	LF	\$34.25	1,164.50
					62.70
		6,561.00			6,561.00
		6,561.00			6,561.00
		6,561.00			6,561.00
		5627.00			5627.00
		100.0%			\$6,752.40
		100.0%			\$14,434.20
		100.0%			\$24,931.80
		100.0%			\$28,540.35
		100.0%			\$4,552.00
		100.0%			\$8,909.00
		100.0%			\$6,190.00
		100.0%			\$6,710.00
		100.0%			\$16,685.00
		100.0%			\$3,289.00
		100.0%			\$1,164.50
					2,241.53
		100.0%			2,241.53
		100.0%			\$12,784.00
		100.0%			(2,241.53)
					10,542.47

Total Work Done					
Item No.	Description	Quantity	Unit	Unit Price	Amount
		272	SY	\$47.00	12,784.00
		-62.7	SY	\$35.75	(2,241.53)
					10,542.47

132,700.72

Total Amount of Work Done To-Date: \$ 132,700.72
 Materials on Hand \$ -
 Total Work and Material: \$ 132,700.72
 Amount Retained: 10% \$13,270.07
 Subtotal: \$119,430.65
 Previous Payments: \$107,925.06
Amount Due for Payment: \$11,505.59

Estimate Quantity Update Worksheet

Date: 30-Apr-13

Colonia
 Roadway: Minnesota Rd
 Control: C-12-273-12-28
 Project No:
 County: Hidalgo
 Est. No: 3
 Work Type: Paving & Drainage
 Limits:
 From: West of 1st Road
 To:

Contractor: REIM Construction Inc
 Contract Price: \$122,158.25
 Work Done this Mo.: \$12,783.99
 % Complete: 10.47%


Date Began: 3/11/2013
 Contract Time: 80
 Time Charged: 40
 % Time Used: 66.67%

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
310	ASPH MATRL (MC-30)	SY	5627.000	\$1.20	\$6,752.40	0.000	0	\$0.00	5627.000	5627.000	\$6,752.40		0	0.00
	8" COMPACED CALICHE (LABOR ONLY)	SY	6561.000	\$2.20	\$14,434.20	3280.000	3280.000	\$7,216.00	3281.000	6561.000	\$7,218.20		0	0.00
	TENSAR TX 5 TROAX GEOGRID	SY	6561.000	\$3.80	\$24,931.80	6232.000	6232.000	\$23,881.60	329.000	6561.000	\$1,250.20		0	0.00
	2% LIME AND REWORK SUBGRADE	SY	6561.000	\$4.38	\$28,540.35	6561.000	6561.000	\$28,540.35	0	0	\$0.00		0	0.00
	EROSION AND SEDIMENT CONTROL	LS	1.000	\$4,552.00	\$4,552.00	0.000	0	\$0.00	1.000	1.000	\$4,552.00		0	0.00
	REGRADE ROADSIDE DITCH & RELAY EXT PIPE	LS	1.000	\$8,909.00	\$8,909.00	1.000	1.000	\$8,909.00	0	0	\$0.00		0	0.00
	THERMOPLASTIC PERMANENT PAV. MARKING	LS	1.000	\$6,190.00	\$6,190.00	0.000	0	\$0.00	1.000	1.000	\$6,190.00		0	0.00
	TRAFFIC CONTROL	LS	1.000	\$6,710.00	\$6,710.00	1.000	0.000	\$6,710.00	0	0	\$0.00		0	0.00
	4" ASPHALT DRIVEWAYS	SY	355.000	\$47.00	\$16,685.00	0.000	0	\$0.00	355.000	355.000	\$16,685.00	272.000	627.000	12,783.99
	4" CONCRETE DRIVEWAYS	SY	92	\$35.75	\$3,289.00	0.000	0	\$0.00	29.300	29.300	\$1,047.48	0.000	0	0.00
						0	0	\$0.00	0	0	\$0.00	0	0	0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	34.000	\$34.25	\$1,164.50	34.000	34.000	\$1,164.50		0	\$0.00		0	0.00

Monthly Totals:	\$76,221.45	\$43,695.28	\$12,783.99
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$75,056.95	\$43,695.28	\$12,783.99
Drainage (906):	\$1,164.50	\$0.00	0.00

Total to Date
 Roadway (905): \$131,536.22
 Drainage (906): \$1,164.50
 Total: \$132,700.72

Prepared and Checked By

Signature: 
 Printed Name: Miguel A. Ramos

Date: 6/3/2013

FINAL PAYMENT

(Retainage Release)

To: Hidalgo County Precinct 2
From: REIM Construction, Inc.
Project: Minnesota Road West of "I" Rd. Paving and Drainage Improvements
Owner Contract No.: C-12-273-12-28 Engineer's Project No.:
For work accomplished though the date of: April 30, 2013

1. Original Contract Price:	\$122,158.25
2. Net Change by Change Orders and Written Amendments (+or-):	10,542.47
3. Current Contract Price (1 plus 2)	\$132,700.72
4. Total Completed and Stored to Date:	\$132,700.72
5. Retainage (per agreement):	
10% of Completed Work:	\$0.00
10% of Stored Materials:	\$0.00
Total Retainage:	\$ 0.00
6. Total Completed and Stored to date less retainage (4 minus 5):	\$132,700.72
7. Less previous Application for Payment:	\$119,430.65
8. DUE THIS APPLICATION (6 MINUS 7)	\$ 13,270.07

Accompanying Documents:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payment received from OWNER on account of Work due under the Contract referred to above have been applied on an account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through 4 inclusive; inclusive (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

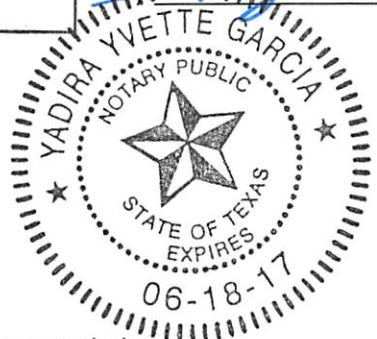
Date: August 8, 2013

REIM Construction, Inc
CONTRACTOR

PO #	N/A
3 - 1200-206-00-122-021-0-000	
Req #	N/A

By: [Signature]

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 8th
Day of August, 2013.



[Signature]
Notary Public
My Commission Expires: 6-18-17

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

INVOICE RECEIVED BY: May ON 8/29/13
GOODS/SERVICES RECEIVED BY: Arcunfalcios ON 8/27/13

Hidalgo Co. Planning Dept.
By: [Signature]

PROJECT MINNESOTA RD. WEST OF I RD. ROAD AND DRAINAGE

Pay Estimate #4-final

Date: April 30, 2013

OWNER: HIDALGO COUNTY PCT. 2

		Contract			
Item No.	Description	Quantity	Unit	Unit Price	Amount
100	PRIME COAT	5627	SY	\$1.20	6,752.40
104	8" COMPACTED CALICHE (LABOR)	6561	SY	\$2.20	14,434.20
105	TENSAR TX 5 GEOGRID	6561	SY	\$3.80	24,931.80
117	2% LIME SUBGRADE	6561	SY	\$4.35	28,540.35
118	EROSION CONTROL	1	LS	\$4,552.00	4,552.00
119	REGRADE ROADSIDE DITCH	1	LS	\$8,909.00	8,909.00
120	PERMANENT PAVEMENT MARKINGS	1	LS	\$6,190.00	6,190.00
121	TRAFFIC CONTROL	1	LS	\$6,710.00	6,710.00
122	4" ASPHALT DRIVEWAYS	355	SY	\$47.00	16,685.00
123	4" CONCRETE DRIVEWAYS	92	SY	\$35.75	3,289.00
124	18" RCP CLASS III	34	LF	\$34.25	1,164.50
TOTAL					122,158.25

TOTAL CONTRACT AMOUNT \$ 122,158.25

CHANGE ORDER NO.1

		Contract			
Item No.	Description	Quantity	Unit	Unit Price	Amount
122	4" ASPHALT DRIVEWAYS	272	SY	\$47.00	12,784.00
123	4" CONCRETE DRIVEWAYS	-62.7	SY	\$35.75	(2,241.53)
TOTAL CHANGE ORDER NO.1					10,542.47

REVISED CONTRACT AMOUNT 132,700.72

Total Work Done			Percent Complete	Amount Due This Estimate	Amount To-Date
This	Previous	To-Date			
	5627	5627.00	100.0%	\$0.00	\$6,752.40
	6,561.00	6561.00	100.0%	\$0.00	\$14,434.20
	6,561.00	6561.00	100.0%	\$0.00	\$24,931.80
	6,561.00	6561.00	100.0%	\$0.00	\$28,540.35
	1.00	1.00	100.0%	\$0.00	\$4,552.00
	1.00	1.00	100.0%	\$0.00	\$8,909.00
	1.00	1.00	100.0%	\$0.00	\$6,190.00
	1.00	1.00	100.0%	\$0.00	\$6,710.00
	355.00	355.00	100.0%	\$0.00	\$16,685.00
	92.00	92.00	100.0%	\$0.00	\$3,289.00
	34.00	34.00	100.0%	\$0.00	\$1,164.50
				-	122,158.25

Total Work Done			Percent Complete	Amount Due This Estimate	Amount To-Date
This	Previous	To-Date			
	272.00	272.00	100.0%	\$0.00	\$12,784.00
	(62.70)	-62.70	100.0%	\$0.00	(\$2,241.53)
				10,542.47	10,542.47

Total Amount of Work Done To-Date:	\$	132,700.72
Materials on Hand	\$	-
Total Work and Material:	\$	132,700.72
Amount Retained:	10%	\$0.00
Subtotal:		\$132,700.72
Previous Payments:		\$119,430.65
Amount Due for Payment:		\$13,270.07

00 8 11 3 58
 053 11 3 00

**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: Minnesota Road West of "I" Road Paving and Drainage Impro
OWNER: Hidalgo County Precinct No.2
CONTRACTOR: REIM Construction, Inc.
ENGINEER: Hidalgo County

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"NONE"

CONTRACTOR

By

Angel A. Roman

Title President

Subscribed and sworn to before me this

^{3rd}

day of June, 2013

Notary Public:

Yadira Yvette Garcia

My Commission Expires: 06/18/2013



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Minnesota Road West of "I" Road Paving and Drainage Improv. **PROJECT NO.** C-12-273-12-28
OWNER: Hidalgo County Precinct No.,
CONTRACTOR: REIM Construction, Inc.
ENGINEER: Hidalgo County

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

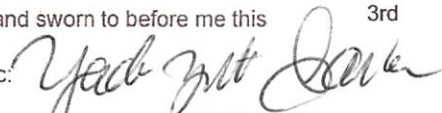
EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"NONE"

CONTRACTOR

By 
Title President

Subscribed and sworn to before me this 3rd

Notary Public: 
My Commission Expires: 06/18/2013

day of June, 2013



INCREASE RIDER

To be attached to and form a part of Bond Number 929565622
issued by Continental Casualty Company,
on behalf of REIM Construction, Inc.,
as Principal in favor of Hidalgo County,
as Obligee, effective 1/11/2013.

IT IS HEREBY UNDERSTOOD AND AGREED, that,

The penal sum of this bond is increased from One hundred twenty two thousand one hundred fifty eight
and 25/100 Dollars (\$122,158.25)
to ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED AND 72/100THS
Dollars (\$132,700.72) effective the 7th day of May, 2013.

REIM Construction, Inc.
Principal

By 

Continental Casualty Company
Surety

By 
Betty J. Reeh, Attorney-in-Fact

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 929565622 _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety
333 South Wabash
Chicago, IL 60604**

Telephone: (312) 822-5000

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Pat J Moore, Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Jennifer J Clark, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 14th day of January, 2013.

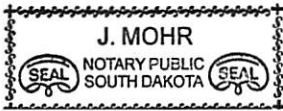


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 14th day of January, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of May, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D Bult
D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner _____
Architect _____
Contractor _____
Surety _____
Other _____

PROJECT: **Minnesota Road West of "I" Road Paving and Drainage Improvements,**
(name, address)

TO: (Owner)
Hidalgo County
2821 S S Business Hwy 281
Edinburg, TX 78539

ARCHITECT'S PROJECT NO:
CONTRACT FOR: **Construction**
CONTRACT AMOUNT: **\$132,700.72**
CONTRACT DATE:

CONTRACTOR:
REIM Construction, Inc.
9612 Stewart Rd
Mission, TX 78573

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Continental Casualty Company

333 S. Wabash Ave.
Chicago, Illinois 60604

,SURETY COMPANY

on bond of (here insert name and address of Contractor)

REIM Construction, Inc.
9612 Stewart Rd
Mission, Texas 78573

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hidalgo County
2821 S S Business Hwy 281
Edinburg, Texas 78539

,OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **4th** day of **June**, **2013**

Surety Company
Continental Casualty Company


Signature of Authorized Representative

Betty J. Reeh - Attorney-In-Fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBITS AND CLAIMS, Current edition

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Individually, of Irving, TX**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of May, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of May, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of June, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D Bult
D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 929565622 _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety
333 South Wabash
Chicago, IL 60604**

Telephone: (312) 822-5000

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CERTIFICATE OF CONSTRUCTION COMPLETION

This is to certify that on the 02nd day of May, 2013, a FINAL INSPECTION was made of the project herein described as:

CONTRACT

CONTRACT DATE: December 28, 2012
OWNER: Hidalgo County - Precinct No. 2
CONSTRUCTION CONTRACTOR: Reim Construction, Inc.
OF THE CITY OF: PHARR STATE OF: TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: Minnesota Road West of I Rd Paving & Drainage Improvements

CONTRACT NO. : C-12-273-12-28

located in or near the City/Pct. of: Pharr

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addendum(s), change order(s), supplemental agreement(s) thereto, and with the following exceptions: None
2. That the sum of (\$ 0.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract:	<u>\$122,158.25</u>
Present Amount of Contract:	<u>\$132,700.72</u>
Total Amount of earned to date:	<u>\$132,700.72</u>
Less: previous payments:	<u>\$119,430.65</u>
Balance:	<u>\$ 13,270.07</u>
Authorized deductions:	<u>\$ 0.00</u>
AMOUNT OF FINAL PAYMENT:	<u>\$ 13,270.07</u>

6. That the final payment in the amount of THIRTEEN THOUSAND, TWO HUNDRED AND SEVENTY DOLLARS, AND SEVEN CENTS. (\$13,270.07) is now due and payable.


Architect/Engineer Signature

BY: PAUL E. SESIN
(Print Name)

TITLE: _____

CONCURRED BY:

REIM Construction, Inc
Contractor's Name

BY: 

TITLE: President

CONCURRED BY:

Ramon Garcia
County

BY: Ramon Garcia

TITLE: County Judge

SEP 10 2008 10 30 AM
COUNTY CLERK'S OFFICE
CLERK

AI-40530

Purchasing Department 8. H.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

ADD/DELETE FUEL CARDS/USERS:

1. Right of Way - Delete fuel card and driver
2. Executive Office - Add fuel card users and fuel card
3. Fire Marshal - Delete Card
4. Emergency Management - Add Fuel Card

BACKGROUND

Attachments

Right a way

Executive Office

fire marshal

Emerg Mgmt

Exec Office

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:29 AM
Budget & Management	Obdett Calzada	09/05/2013 11:50 AM
Obdett Calzada	Obdett Calzada	09/06/2013 02:34 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM


Form Started By: Nielda Cavazos Started On: 09/04/2013 02:00 PM

Final Approval Date: 09/06/2013

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	RIGHT OF WAY		
Billing Address:	2818 S. BUSINESS HWY 281 EDINBURG, TX 78539		
Fuel Card Manager:	REBECCA GOMEZ		
	This person can not have use of the fuel card		
Phone Number:	956-283-8134	County Email:	rebecca.gomez@co.hidalgo.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:			
	Sign & Print Elected/Official Supervisor/Director		
<p>Original Signature is required</p> <p>On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.</p>			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. # 405.30
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	<i>Purchasing Dept. Use Only</i> Card Number
1041614	Vehicle	1FMFU15548LA86752	48260	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
Jose N. Pena		085405		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Hidalgo County Executive Office		
Billing Address:	2818 S. Bus. Hwy 281 Edinburg, Tx. 78539		
Fuel Card Manager:	Lauro Torres		
	This person can not have use of the fuel card		
Phone Number:	(956) 292-7025	County Email:	lauro.torres@co.hidalgo.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:	3-1100-413-00-125-001-0-626		
Requested By:	Sign & Print Elected/Official Supervisor/Director		
Original Signature is required On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

	<i>For Purchasing Department Use Only</i>
Approved by Commissioners Court On:	Agenda Item No. # 40530
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	<i>Purchasing Dept. Use Only</i> Card Number
104-1614	2008 Ford Expedition	1FMFU15548LA86752	48260	[REDACTED]

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
Estanislado Ramos	1/19/1973	114502		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Fire Marshal's Office		
Billing Address:	1124 N. M Rd., Edinburg, TX. 78542		
Fuel Card Manager:	Sulema Cavazos		
	<small>This person can not have use of the fuel card</small>		
Phone Number:	318-2656	County Email:	Sulema.cavazos@co.hidalgo.tx.us
Web user Name:	Fire Marshal	Password:	Marshal911
Hidalgo Co Acct Number:	3-1100-422-10-300-001-0-626		
Requested By:	Juan Martinez Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	4/05/30
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Asset Number <small>(N/A = Non-vehicle)</small>	<i>Purchasing Dept. Use Only</i> Card Number
CDG0543	2005 Ford F-150	1FTRXL2W75FA33559		

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

AUG 30 2013

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	EMERGENCY MANAGEMENT		
Billing Address:	302 W. UNIVERSITY DR EDINBURG, TEXAS		
Fuel Card Manager:	MONICA J. HINOJOSA		
	<small>This person can not have use of the fuel card</small>		
Phone Number:	956-318-2615	County Email:	Monica.hinojosa@co.hidalgo.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:	869320226		
Requested By:	Oscar D. Montoya,		
	<small>Sign & Print Elected/Official Supervisor/Director</small>		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

410530

Approved by Commissioners Court On:	_____		
Reviewed by Fuel Card Administrator:	_____		
Cards Received by Dept on:	_____	Date Returned/Cancelled:	_____
Fuel Cards Received by Department:	_____		
	<small>Sign & Print Authorized Elected Official/Supervisor/Director</small>		

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Asset Number <small>(N/A = Non-vehicle)</small>	<i>Purchasing Dept. Use Only</i> Card Number
CDG-0543	2005 FORD 150	1FTRX12W95FA3359	42936	[REDACTED]

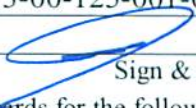
List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Hidalgo County Executive Office		
Billing Address:	2818 S. Bus. Hwy 281 Edinburg, Tx. 78539		
Fuel Card Manager:	Lauro Torres		
	This person can not have use of the fuel card		
Phone Number:	(956) 292-7025	County Email:	lauro.torres@co.hidalgo.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:	3-1100-413-00-125-001-0-626		
Requested By:	 Valde Guerra, Executive Officer		
Original Signature is required	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. #
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Asset Number <small>(N/A = Non-vehicle)</small>	<i>Purchasing Dept. Use Only</i> Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
Valde Guerra	11/22/1966	019542		

AI-40544

Purchasing Department 8. I.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Marcie Jackson, COMM. PCT.
#1

Department: COMM. PCT. #1

Information

CAPTION

Seeking ratification of fully executed Change Order No. 2 with change of driveways from ACP to concrete reflecting an increase of \$10,149.39 with contractor Texas Cordia Construction, LLC for Dimas 2 & 3 Subdivision, Pct. No. 1 as submitted through project engineer TEDSI Infrastructure Group (C-CAP-12-112-12-28).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1312-431-00-121-230-1-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.#689808

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	09/04/2013 04:47 PM
Purchasing Department	Darlene Betancourt	09/05/2013 09:29 AM
Budget & Management	Obdett Calzada	09/05/2013 01:24 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Marcie Jackson		Started On: 09/04/2013 04:08 PM
	Final Approval Date: 09/06/2013	

CHANGE ORDER #2

PROJECT: HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION

DATE OF ISSUANCE: August 28, 2013 **EFFECTIVE DATE:** September 04, 2013

OWNER: HIDALGO COUNTY

OWNER's Contract No. C-CAP-12-112-12-28

CONTRACTOR: Texas Cordia Construction LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:

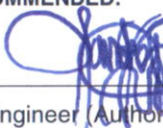
1. Add new driveways, changed driveways from ACP to concrete, changed item-code
- 2.
- 3.
- 4.
- 5.
- 6.

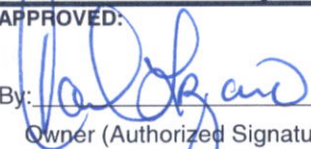
Reason for Change Order:

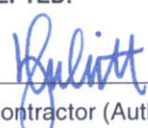
1. Driveways constructed after plans completion. Match existing concrete type
- 2.
- 3.
- 4.
- 5.
- 6.

Attachments: Change Order No 2 Tabulations Dimas 2 & 3 Subdivision
Revised plan sheets

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price \$ 232,566.82		Original Contract Time for Substantial Completion: 150 calendar days or dates	
Net Changes from previous Change Order \$ (13,170.36)		Net change from previous Change Orders calendar days	
Contract Price prior to this Change Order \$ 219,396.46		Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates	
Net Increase (decrease) of this Change Order \$ 10,149.39		Net Increase (decrease) of this Change Order calendar days	
Contract Price with all approved Change Orders \$ 229,545.85	Net % increase (decrease) from original contract price. (1.30) %	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates	

RECOMMENDED:
By: 
Engineer (Authorized Signature)

APPROVED:
By: 
Owner (Authorized Signature)

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date: 08/27/2013

Date: 9-4-13

Date: 8/30/13

CHANGE ORDER NO. 2 TABULATION
 HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION (C-CAP-12-112-12-28)

Item	Original Plan Qty	Change Order #1 Qty	Change Order #2 Qty	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
(905) ROADWAY												
0100	22.78			STA	PREPARING ROW	\$153.81		\$3,503.79	\$0.00	\$3,503.79	\$0.00	\$3,503.79
0110	1927	-477		CY	EXCAVATION (ROADWAY)	\$6.70		\$12,910.90	-\$3,195.90	\$9,715.00	\$0.00	\$9,715.00
0132	71			CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	\$5.31		\$377.01	\$0.00	\$377.01	\$0.00	\$377.01
0164	6894			SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	\$0.83		\$5,722.02	\$0.00	\$5,722.02	\$0.00	\$5,722.02
0168	206.9			MG	VEGETATIVE WATERING	\$3.96		\$819.32	\$0.00	\$819.32	\$0.00	\$819.32
0247	7223			SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	\$6.18	\$3.94	\$44,638.14	-\$16,179.52	\$28,458.62	\$0.00	\$28,458.62
0260	54.3			TON	LIME(HYD.COM OR OK)(SLRY)OR OK(DRY)	\$261.16		\$14,180.99	\$0.00	\$14,180.99	\$0.00	\$14,180.99
0260	7223			SY	LIME TRT(NEW BASE)(8")	\$1.17	\$0.97	\$8,450.91	-\$1,444.60	\$7,006.31	\$0.00	\$7,006.31
0310	1228			GAL	PRIME COAT (MC-30)	\$5.89		\$7,232.92	\$0.00	\$7,232.92	\$0.00	\$7,232.92
0340	6136			SY	D-GR HMA(METH) TY-D SAC-B PG64-22	\$10.31		\$63,262.16	\$0.00	\$63,262.16	\$0.00	\$63,262.16
0500	1			LS	MOBILIZATION	\$4,432.70		\$4,432.70	\$0.00	\$4,432.70	\$0.00	\$4,432.70
0502	3			MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$1,899.00		\$5,697.00	\$0.00	\$5,697.00	\$0.00	\$5,697.00
0644	6			EA	INS SM SN SUP&AM TY 10BWG(2)SA(P)	\$484.83		\$2,908.98	\$0.00	\$2,908.98	\$0.00	\$2,908.98
0666	4263			LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	\$0.35		\$1,492.05	\$0.00	\$1,492.05	\$0.00	\$1,492.05
0666	36			LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	\$8.31		\$299.16	\$0.00	\$299.16	\$0.00	\$299.16
0666	490			LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	\$0.42		\$205.80	\$0.00	\$205.80	\$0.00	\$205.80
0666	610			LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	\$0.44		\$268.40	\$0.00	\$268.40	\$0.00	\$268.40
0251		5066		SY	REWORK BS MTL(TY D)(8")	\$1.51			\$7,649.66	\$7,649.66	\$0.00	\$7,649.66
Total Roadway:								\$176,402.25	-\$13,170.36	\$163,231.89	\$0.00	\$163,231.89
(906) DRAINAGE												
0464	156			LF	RC PIPE (CL III)(18 IN)	\$31.50		\$4,914.00	\$0.00	\$4,914.00	\$0.00	\$4,914.00
0506	78			LF	TEMPORARY SEDIMENT CONTROL FENCE	\$10.87		\$847.86	\$0.00	\$847.86	\$0.00	\$847.86
0530	537		125	SY	DRIVEWAY (CONC)	\$42.92		\$23,048.04	\$0.00	\$23,048.04	\$5,365.00	\$28,413.04
0530	423		61	SY	DRIVEWAY (ACP)	\$20.29		\$8,582.67	\$0.00	\$8,582.67	\$1,237.69	\$9,820.36
0531	20			SY	CONC SIDEWALKS (4")	\$58.04		\$1,160.80	\$0.00	\$1,160.80	\$0.00	\$1,160.80
0481	720		145	LF	PVC PIPE(SDR-35)(15 IN)	\$24.46		\$17,611.20	\$0.00	\$17,611.20	\$3,546.70	\$21,157.90
Total Drainage:								\$56,164.57	\$0.00	\$56,164.57	\$10,149.39	\$66,313.96
GRAND TOTAL:								\$232,566.82	-\$13,170.36	\$219,396.46	\$10,149.39	\$229,545.85

AI-40591

Purchasing Department 8. J.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Discussion, consideration and approval of Payment Application No. 1 to 2GS, L.L.C. for the Little Mexico Subdivision and South Tower Estates Paving & Drainage project, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-127-05-21 in the amount of \$135,792.05.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-088-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available in the amount of \$135,792.05 through PO# 694655 as of 9/6/2013.

Attachments

Application for Payment No. 1 Little Mexico Sub and South Tower Estates Paving & Drainage

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/06/2013 03:30 PM
Budget & Management	Obdett Calzada	09/06/2013 03:43 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 04:19 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Carlos Jasso		Started On: 09/06/2013 09:40 AM
	Final Approval Date: 09/06/2013	

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY PRECINCT NO.2 (OWNER)
 From: 2GS, LLC, P.O. Box 595, Peñitas, Texas 78576 (CONTRACTOR)
 Contract: _____
 Project: LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT

Owner's Contract No. C-13-127-05-21 Engineer's Project No. _____
 For Work accomplished through the date of: August 11, 2013

1. Original Contract Price:	\$ 468,569.70
2. Net change by Change Order No. 1 and Written Agreements(+):	\$ -
3. Current Contract Price (1 plus 2):	\$ 468,569.70
4. Total completed and stored to date:	\$ 142,939.00
5. Retainage (per Agreement):	
<u>5%</u> of completed Work:	<u>\$7,146.95</u>
_____ of stored material	
Total Retainage:	\$ 7,146.95
6. Total completed and stored to date less retainage (4 minus 5)	\$ 135,792.05
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 135,792.05

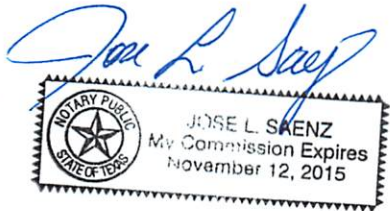
Accompanying Documentation:

1. Application and Certification of Payment
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens
6. TxDot Form 252 Contract Time Statement
7. Payroll Reports

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 8/26/13
 State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 26th day of August 2013
 Notary Public
 My Commission expires: Nov. 12, 2015



2GS, LLC
 (CONTRACTOR)
 By: [Signature]
 Humberto Garcia Jr.
 Manager
 P.O. Box 595
 Peñitas, Texas 78576

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 08/30/13

Raul Sesin, P.E., Hidalgo County Planning
 (ENGINEER)
 By: [Signature]
 Raul Sesin, P.E.
 Exhibit E-C

INVOICE RECEIVED BY: [Signature] ON 9/4/13
 GOODS/SERVICES RECEIVED BY: [Signature] ON 8/26/13

PO # 694655
3-1200-431-00-122-000-0-731
 Req # 238842

Estimate Quantity Update Worksheet

Colonia: **LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT**
 Roadway: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr Contractor: **2GS, LLC**
 Control: Contract Price: \$468,569.70
 Project No: **C-13-127-05-21** Work Done to date.: \$142,939.00
 County: Hidalgo County % Complete: 30.51%
 Est. No: 1

Date Contract Began: 7/15/13
 Contract Time: 90
 Time Charged: 28
 % Time Used: 31.11%

Work Type: Paving & Drainage Improvements
 Limits: San Antonio Circle, Jaguar Dr., Andes Rd., Pantera Dr
 From: Tower Rd.
 To:

ITEM NO.	DESCRIPTION	UNIT	Project QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)
SOUTH TOWER ESTATES SUBDIVISION														
1	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	6180	\$ 1.50	\$9,270.00		0	\$0.00		0	\$0.00		0	0.00
2	8" Compacted Caliche (Labor & Material)	SY	7237	\$ 8.00	\$57,896.00		0	\$0.00		0	\$0.00		0	0.00
3	BI-Axial Geogrid BX1200	SY	7237	\$ 6.00	\$43,422.00	3172	3172	\$19,032.00		3172	\$0.00		3172	0.00
4	Excavate stockpile & treat caliche with 2% lime and rework existing road	SY	4240	\$ 6.00	\$25,440.00	4240	4240	\$25,440.00		4240	\$0.00		4240	0.00
5	Erosion Control and sediment control	LS	1	\$ 1,500.00	\$1,500.00	1	1	\$1,500.00		1	\$0.00		1	0.00
6	18" Laydown Curb & Gutter	LF	3732	\$ 7.00	\$26,124.00		0	\$0.00		0	\$0.00		0	0.00
7	4 FT. Concrete Valley Gutter	LF	144	\$ 16.50	\$2,376.00		0	\$0.00		0	\$0.00		0	0.00
8	Traffic Control	LS	1	\$ 2,900.00	\$2,900.00	0.5	0.5	\$1,450.00		1	\$0.00		1	0.00
9	4" Asphalt Driveways	SY	615	\$ 15.00	\$9,225.00		0	\$0.00		0	\$0.00		0	0.00
10	4" Concrete Driveways	SY	180	\$ 40.00	\$7,200.00		0	\$0.00		0	\$0.00		0	0.00
11	Manholes	EA	5	\$ 2,985.00	\$14,925.00	5	5	\$14,925.00		5	\$0.00		5	0.00
12	Type C-C Inlet with Concrete Apron	EA	4	\$ 3,200.00	\$12,800.00	4	4	\$12,800.00		4	\$0.00		4	0.00
13	Trench Protection	LF	1046	\$ 1.00	\$1,046.00	1046	1046	\$1,046.00		1046	\$0.00		1046	0.00
LITTLE MEXICO SUBDIVISION														
14	Prime Coat (MC-30) Entire base and leave ready for HMAC Installation	SY	893	\$ 1.50	\$1,339.50		0	\$0.00		0	\$0.00		0	0.00
15	8" Compacted Caliche (Labor & Material)	SY	893	\$ 8.00	\$7,144.00		0	\$0.00		0	\$0.00		0	0.00
16	Erosion Control and sediment control	LS	1	\$ 2,000.00	\$2,000.00		0	\$0.00		0	\$0.00		0	0.00
17	Traffic Control	LS	1	\$ 2,200.00	\$2,200.00		0	\$0.00		0	\$0.00		0	0.00
18	Safety End Treatment	EA	4	\$ 1,000.00	\$4,000.00		0	\$0.00		0	\$0.00		0	0.00
19	Manholes	EA	4	\$ 2,985.00	\$11,940.00	1	1	\$2,985.00		1	\$0.00		1	0.00
20	Type C-C Inlet with Concrete Apron	EA	4	\$ 3,200.00	\$12,800.00		0	\$0.00		0	\$0.00		0	0.00
21	Trench Protection	LF	1245	\$ 1.00	\$1,245.00		0	\$0.00		0	\$0.00		0	0.00
ADD ALTERNATE NO. 2 BID														
22	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	3231	\$ 9.20	\$29,725.20		0	\$0.00		0	\$0.00		0	0.00
23	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	830	\$ 15.00	\$12,450.00	830	830	\$12,450.00		830	\$0.00		830	0.00
ADD ALTERNATE NO. 3 BID														
24	1 1/2" HMAC TYPE "D" (Little Mexico)	SY	5000	\$ 9.20	\$46,000.00		0	\$0.00		0	\$0.00		0	0.00
25	Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	1900	\$ 6.50	\$12,350.00	1900	1900	\$12,350.00		1900	\$0.00		1900	0.00
ADD ALTERNATE NO. 4 BID														
26	Replace Asphalt at Storm Sewer Line Installation 1 1/2" HMAC TY D (Little Mexico)	SY	860	\$ 15.00	\$12,900.00		0	\$0.00		0	\$0.00		0	0.00
ADD ALTERNATE NO. 5 BID (South Tower Estates)														
27	18" Corrugated PVC Storm Sewer Pipe	LF	52	\$ 30.00	\$1,560.00	52	52	\$1,560.00		52	\$0.00		52	0.00
28	24" Corrugated PVC Storm Sewer Pipe	LF	744	\$ 32.00	\$23,808.00	744	744	\$23,808.00		744	\$0.00		744	0.00
29	30" Corrugated PVC Storm Sewer Pipe	LF	249	\$ 42.00	\$10,458.00	249	249	\$10,458.00		249	\$0.00		249	0.00
30	Storm Trench Bedding and Backfill	LF	1045	\$ 3.00	\$3,135.00	1045	1,045	\$3,135.00		1045	\$0.00		1045	0.00
ADD ALTERNATE NO. 6 BID (Little Mexico)														
31	18" Corrugated PVC Storm Sewer Pipe	LF	102	\$ 30.00	\$3,060.00		0	\$0.00		0	\$0.00		0	0.00
32	30" Corrugated PVC Storm Sewer Pipe	LF	1245	\$ 42.00	\$52,290.00		0	\$0.00		0	\$0.00		0	0.00
33	Storm Trench Bedding and Backfill	LF	1347	\$ 3.00	\$4,041.00		0	\$0.00		0	\$0.00		0	0.00

Monthly Totals:	\$142,939.00	\$0.00	\$0.00
PAVING:	\$79,178.00	\$0.00	\$0.00
ALTERNATE NO.2	\$12,450.00	\$0.00	\$0.00
ALTERNATE NO.3	\$12,350.00	\$0.00	\$0.00
ALTERNATE NO.4	\$0.00	\$0.00	\$0.00
ALTERNATE NO.5	\$38,961.00	\$0.00	\$0.00
ALTERNATE NO.6	\$0.00	\$0.00	\$0.00

Total to Date:
PAVING \$79,178.00
ALTERNATE NO.2 \$12,450.00
ALTERNATE NO.3 \$12,350.00
ALTERNATE NO.4 \$0.00
ALTERNATE NO.5 \$38,961.00
ALTERNATE NO.6 \$0.00

Total \$142,939.00

Prepared and Checked By:

Signature:
Printed Name:


Humberto Garcia Jr.

Date: 8/19/13

2GS, LLC

7/15/13

10/16/13

Contractor Name

Contract Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.: 1

Application Date: 8/19/13

Period To: 7/15/13 to 8/11/13

Engineer's / County Project No: C-13-127-05-21

LITTLE MEXICO SUBDIVISION AND SOUTH TOWER ESTATES PAVING & DRAINAGE PROJECT

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Schedule Value		First Month			Second Month			Third Month			Balance To Finish			
					Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
SOUTH TOWER ESTATES SUBDIVISION																					
1		Prime Coat (MC-30) Entire base and leave ready for	SY	\$ 1.50	6180	9,270.00	\$ -	0.0	-	0	0	-	0	0	-	0	-	-	6,180	9,270.00	
2		8" Compacted Caliche (Labor & Material)	SY	\$ 8.00	7,237	57,896.00	\$ -	0.0	-	0	0	-	0	0	-	0	-	7,237	57,896.00		
3		BI-Axial Geogrid BX1200	SY	\$ 6.00	7,237	43,422.00	\$ -	0.0	-	3172	3172	19,032.00	0	3,172	-	0	3,172	19,032.00	4,065.00	24,390.00	
4		Excavate stockpile & treat caliche with 2% lime and	SY	\$ 6.00	4,240	25,440.00	\$ -	0.0	-	4240	4240	25,440.00	0	4,240	-	0	4,240	-	25,440.00	0	0.00
5		Erosion Control and sediment control	LS	\$ 1,500.00	1	1,500.00	\$ -	0.0	-	1	1	1,500.00	0	1	-	0	1	-	1,500.00	0	0.00
6		18" Laydown Curb & Gutter	LF	\$ 7.00	3,732	26,124.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	3,732	26,124.00	
7		4 FT. Concrete Valley Gutter	LF	\$ 16.50	144	2,376.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	144	2,376.00	
8		Traffic Control	LS	\$ 2,900.00	1	2,900.00	\$ -	0.0	-	1	1	1,450.00	0	1	-	0	1	-	1,450.00	1	1,450.00
9		4" Asphalt Driveways	SY	\$ 15.00	615	9,225.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	615	9,225.00	
10		4" Concrete Driveways	SY	\$ 40.00	180	7,200.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	180	7,200.00	
11		Manholes	EA	\$ 2,985.00	5	14,925.00	\$ -	0.0	-	5	5	14,925.00	0	5	-	0	5	-	14,925.00	0	0.00
12		Type C-C Inlet with Concrete Apron	EA	\$ 3,200.00	4	12,800.00	\$ -	0.0	-	4	4	12,800.00	0	4	-	0	4	-	12,800.00	0	0.00
13		Trench Protection	LF	\$ 1.00	1,046	1,046.00	\$ -	0.0	-	1,046	1,046	1,046.00	0	1,046	-	0	1,046	-	1,046.00	0	0.00
LITTLE MEXICO SUBDIVISION																					
14		Prime Coat (MC-30) Entire base and leave ready for	SY	\$ 1.50	893	1,339.50	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	893	1,339.50	
15		8" Compacted Caliche (Labor & Material)	SY	\$ 8.00	893	7,144.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	893	7,144.00	
16		Erosion Control and sediment control	LS	\$ 2,000.00	1	2,000.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	1	2,000.00	
17		Traffic Control	LS	\$ 2,200.00	1	2,200.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	1	2,200.00	
18		Safety End Treatment	EA	\$ 1,000.00	4	4,000.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	4	4,000.00	
19		Manholes	EA	\$ 2,985.00	4	11,940.00	\$ -	0.0	-	1	1	2,985.00	0	1	-	0	1	-	2,985.00	3	8,955.00
20		Type C-C Inlet with Concrete Apron	EA	\$ 3,200.00	4	12,800.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	4	12,800.00	
21		Trench Protection	LF	\$ 1.00	1,245	1,245.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	1,245	1,245.00	
Total BASE BID:						256,792.50						79,178.00							79,178.00	177,614.50	
ADD ALTERNATE NO. 2 BID																					
22		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	\$ 9.20	3231	29,725.20	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	3,231	29,725.20	
23		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	\$ 15.00	830	12,450.00	\$ -	0.0	-	830	830	12,450.00	0	0	-	0	0	-	12,450.00	0	0.00
ADD ALTERNATE NO. 3 BID																					
24		1 1/2" HMAC TYPE "D" (Little Mexico)	SY	\$ 9.20	5000	46,000.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	5,000	46,000.00	
25		Plane ASP Conc. Pav (0-1 1/2") (Little Mexico)	SY	\$ 6.50	1900	12,350.00	\$ -	0.0	-	1,900	1,900	12,350.00	0	0	-	0	0	-	12,350.00	0	0.00
ADD ALTERNATE NO. 4 BID																					
26		Replace Asphalt at Storm Sewer Line Installation 1 1/2 HMAC TY D (Little Mexico)	SY	\$ 15.00	860	12,900.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	860	12,900.00	
ADD ALTERNATE NO. 5 BID (South Tower Estates)																					
27		18" Corrugated PVC Storm Sewer Pipe	LF	\$ 30.00	52	1,560.00	\$ -	0.0	-	52	52	1,560.00	0	249	-	0	249	-	1,560.00	0	0.00
28		24" Corrugated PVC Storm Sewer Pipe	LF	\$ 32.00	744	23,808.00	\$ -	0.0	-	744	744	23,808.00	0	1,045	-	0	1,045	-	23,808.00	0	0.00
29		30" Corrugated PVC Storm Sewer Pipe	LF	\$ 42.00	249	10,458.00	\$ -	0.0	-	249	249	10,458.00	0	0	-	0	0	-	10,458.00	0	0.00
30		Storm Trench Bedding and Backfill	LF	\$ 3.00	1,045	3,135.00	\$ -	0.0	-	1,045	1,045	3,135.00	0	0	-	0	0	-	3,135.00	0	0.00
ADD ALTERNATE NO. 6 BID (Little Mexico)																					
31		18" Corrugated PVC Storm Sewer Pipe	LF	\$ 30.00	102	3,060.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	102	3,060.00	
32		30" Corrugated PVC Storm Sewer Pipe	LF	\$ 42.00	1245	52,290.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	1,245	52,290.00	
33		Storm Trench Bedding and Backfill	LF	\$ 3.00	1,347	4,041.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	1,347	4,041.00	
TOTAL AMOUNTS:						468,569.70						142,939.00							142,939.00	325,630.70	

Humberto Garcia Jr.

Print Name

[Handwritten Signature]

Signature

8/19/13

Date

AI-40394

Purchasing Department 8. K.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Martha L. Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of Change Order No. 2 for Replacement of existing fire alarm panel, provide door and hardware improvements in the amount of \$11,741.40, and an extension of One Hundred One (101) additional days as approved by the Architect of record Dannenbaum Engineering Company for the project: "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX, with authority for County Judge, or Court Member to execute document.

2. Approval of Request for Payment-Applications No. 7 in the amount of \$35,625.00 from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO No. 684760 for Highmark Construction Co, LLC; funds available as of 09-06-13.

Attachments

Change Order No. 2 -HighMark -WIC Clinic

PayAppl 7 -Highmark -WIC Clinic

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:28 AM
Budget & Management	Obdett Calzada	09/05/2013 11:34 AM
Obdett Calzada	Obdett Calzada	09/06/2013 10:53 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM

Form Started By: Moises Salazar

Started On: 08/26/2013

Final Approval Date: 09/06/2013

AIA Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> Edinburg WIC Clinic Remod/Add 3105 E. Richardson - Edinburg	CHANGE ORDER NUMBER: 002 DATE: August 30, 2013 ARCHITECT'S PROJECT NUMBER: 4525-01	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> HighMark Construction Co, LLC 2016 South 45th Street McAllen, Texas 78503	CONTRACT DATE: October 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.)

Add 101 contract days to the existing contract. Add the items described on contractor Change Proposal 001 and 002 attached herewith described as: Replace existing fire alarm panel and devices with Silent Knight brand new equipment. Provide door and hardware improvements as described. Furnish and install adjustable wood shelving for two closets. Furnish and install complete operating security alarm system.

The original	Contract Sum	was			\$ 465,000.00
	The net change by previously authorized Change Orders				\$ -0.00-
The	Contract Sum	prior to this Change Order was			\$ 465,000.00
The	Contract Sum	will be increased by this Change Order in the amount of			\$ 11,741.40
The new	Contract Sum	, including this Change Order, will be			\$ 476,741.40

The Contract Time will be increased by One Hundred One (101) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is September 30, 2013.

(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.

Dannenbaum Engineering McAllen
 ARCHITECT *(Firm name)*

1109 Nolana Avenue
 McAllen, Texas 78504
 ADDRESS

BY *(Signature)*

Steven L. McGarraugh
(Typed name)

DATE

8/30/2013

HighMark Construction
 CONTRACTOR *(Firm name)*

2016 South 45th Street
 McAllen, Texas 78503
 ADDRESS

BY *(Signature)*

Tomas Canul
(Typed name)

DATE

8-30-2013

Hidalgo County, Texas
 OWNER *(Firm name)*

2812 South Business 281
 Edinburg, Texas 78539
 ADDRESS

BY *(Signature)*

Hon. Ramon Garcia
(Typed name)

DATE



August 14, 2013

CP 001

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: C-12-021A-09-25 EDINBURG WIC CLINIC ADDITION AND RENOVATIONS

Dear Mr. McGarraugh,

We respectfully submit the following proposal to replace the existing fire alarm system panel and to implement Owner requested door and hardware improvements.

<u>Item</u>	<u>Description</u>	<u>Price</u>
1.	Replace existing fire alarm panel and devices with Silent Knight	\$ 2,875.00
2.	Provide door and hardware improvements	\$ 4,040.00
	Subtotal	\$ 6,915.00
3.	HighMark Construction Company, LLC OH&P (8%)	\$ 553.20
4.	Insurance (2%)	\$ 138.30
	Total	\$ 7,606.50

Please review and provide appropriate change order at your earliest convenience to include an extension of time establishing the Date of Substantial Completion as Friday, November 1, 2013.

Should you have any questions please do not hesitate to call.

Sincerely,

Tomas R. Canul

Tomas R. Canul, C.A.O.
HighMark Construction Company, LLC



604 PALMVIEW DR. PALMVIEW TX 78574
956.581.8899

June 10, 2013

HIGHMARK CONSTRUCTION
2016 S. 45TH ST.
MCALLEN, TX 78503

Attn: Carlo Cantu / Tommy Canul
RE: Edinburg W.I.C Offices

Estimate

We propose to furnish and install all labor, material, services and equipment necessary for completion of the electrical work requested. We will replace out-dated Thorn fire panel and devices with new Silent Knight panel and devices to match specs. Work will be done during normal working hours. No overtime labor is included.

Estimate Total: \$2,875.00

Should you have any questions, please feel free to call me at (956) 581-8899.

Sincerely,

A handwritten signature in black ink, appearing to read "Adan G.", is written over the word "Sincerely,".

Juan Ortiz / Adan G.

Accepted By: _____ Date: _____

Project: 390072

**EDINBURG WIC CLINIC
Contemplated Change Order # 3
New Narrow Vision Doors**

1	Single Door #109R	Exterior from Corridor 109			RHR
1	HMD LP 18 A60 3070 N 1 3/4 RHR (14FW-N; C1; NCO; PR3; S425)4"x25" lite kit with 1/4" wire glass				
1	Single Door #115A-R	Exterior from Corridor 115			LHR
1	HMD LP 18 A60 3070 N 1 3/4 LHR (14FW-N; NCO; S425) 4"x25" lite kit with 1/4" wire glass				
1	Pair Doors #120R	Exterior Entrance from Waiting Room 120			RHRA
1	Pair HMD LP 18 A60 3070 N 1 3/4 RHRA (14FW-N; C1; NCO; PR3; PV8; S425) 4"x25" lite kit with 1/4" wire glass				
-1	Single Door #103	Corridor 109 to Toilet 103			LH
1	Single Door #103	Corridor 109 to Toilet 103			LH
1	Privacy Set	QCL140 SIE	626	K2	
1	Door Closer	QDC311	689	K2	
1	PREP STRIKE IN HM FRAME AND PREP WD DOOR				
-1	Pair Doors #120	Exterior Entrance from Waiting Room 120			RHRA
1	Pair Doors #120	Exterior Entrance from Waiting Room 120			RHRA
2	Brush Weatherstrip	802S B 84"	MIL	HA	

Section Totals

Finish Hardware	170.00
Hollow Metal Doors	3,795.00
Field Labor	75.00
Pre-Tax Total	4,040.00



August 29, 2013

CP 002

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: C-12-021A-09-25 EDINBURG WIC CLINIC ADDITION AND RENOVATIONS

Dear Mr. McGarraugh,

We respectfully submit the following proposal to provide a security alarm system and to implement Owner requested millwork improvements. Please include with the current Change Order.

<u>Item</u>	<u>Description</u>	<u>Price</u>
1.	Furnish and install adjustable wood shelving	\$ 1,200.00
2.	Furnish and install security system as per Superior Alarm proposal	\$ 1,459.00
3.	HighMark to furnish to additional outlet for security system power supply, and assistance with rough-in through existing walls	\$ 1,100.00
	Subtotal	\$ 3,759.00
4.	HighMark Construction Company, LLC OH&P (8%)	\$ 300.72
5.	Insurance (2%)	\$ 75.18
	Total	\$ 4,134.90

Should you have any questions please do not hesitate to call.

Sincerely,

Tomas R. Canul

Tomas R. Canul, C.A.O.
HighMark Construction Company, LLC
956-212-4219

PAYMENT APPLICATION

TO: Hidalgo County 2812 S. Bus. 281 Edinburg, Texas 78539	PROJECT NAME AND LOCATION: Hidalgo County WIC Clinic Addition 2812 S. Bus. 281 Edinburg, Texas 78539	ARCHITECT: Dannenbaum Engineering Company 1109 Nolana Loop Suite 208 McAllen, Texas 78504	APPLICATION # 7 PERIOD THRU: 07/01/2013 PROJECT #s: DATE OF CONTRACT: 10/24/2012	Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
FROM: HighMark Construction Company, LLC 2016 S. 45th St. McAllen, Texas 78503				
FOR: WIC Clinic Addition				

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT		\$465,000.00	
2. SUM OF ALL CHANGE ORDERS		\$0.00	
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		\$465,000.00	
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		\$445,000.00	
5. RETAINAGE:			
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$22,250.00		
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$22,250.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		\$422,750.00	
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$387,125.00	
8. PAYMENT DUE		\$35,625.00	
9. BALANCE TO COMPLETION (Line 3 minus Line 6)		\$42,250.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC
By: [Signature] Date: 7-1-2013
Carlo Cantu

State of: _____
County of: _____
Subscribed and sworn to before me this 1st day of JULY 2013
Notary Public: [Signature]
My Commission Expires: 4-2016

ARCHITECT'S CERTIFICATION
Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.
CERTIFIED AMOUNT: \$35,625.00
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Steve McGarragh, AIA
By: [Signature] Date: 8/30/2013

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: Hidalgo County WIC Clinic
 Hidalgo County WIC Clinic Addition
 APPLICATION #: 7
 DATE OF APPLICATION: 07/01/2013
 PERIOD THRU: 07/01/2013
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
1	General Conditions	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$2,500.00
2	Site Work	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$750.00
3	Reinforcing Steel	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$500.00
4	Concrete Works	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$1,000.00
5	Doors, Frames, Hardware	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$1,250.00
6	Metal Studs, Susp. Clg, Sheetrock	\$30,000.00	\$27,000.00	\$2,500.00	\$0.00	\$29,500.00	\$500.00	\$1,475.00
7	Painting	\$10,000.00	\$6,000.00	\$3,500.00	\$0.00	\$9,500.00	\$500.00	\$475.00
8	Millwork	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
9	Flooring & Tile Works	\$15,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$5,000.00	\$500.00
10	Structural Steel	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$2,000.00
11	Roofing	\$40,000.00	\$37,500.00	\$2,500.00	\$0.00	\$40,000.00	\$0.00	\$2,500.00
12	Mechanical	\$50,000.00	\$45,000.00	\$5,000.00	\$0.00	\$50,000.00	\$0.00	\$3,675.00
13	Electrical	\$75,000.00	\$65,000.00	\$8,500.00	\$0.00	\$73,500.00	\$1,500.00	\$3,675.00
14	Plumbing	\$27,000.00	\$24,500.00	\$2,000.00	\$0.00	\$26,500.00	\$500.00	\$1,325.00
15	Demolition	\$5,000.00	\$3,500.00	\$1,000.00	\$0.00	\$4,500.00	\$500.00	\$225.00
16	Signage	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
17	Toilet Accessories	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$100.00
18	Project Management & Closeouts	\$40,000.00	\$39,000.00	\$500.00	\$0.00	\$39,500.00	\$500.00	\$1,975.00
TOTALS		\$465,000.00	\$407,500.00	\$37,500.00	\$0.00	\$445,000.00	\$20,000.00	\$22,250.00

AI-40419

Purchasing Department 8. L.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Gricelda Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend the second (2nd) term of nine (9) one (1) year terms as stipulated and provided in the contract under the specified rates, terms and conditions for-"Lease of Tower Space" with RGV Towers, LLC, for HIDTA. (E-12-229-09-04)

BACKGROUND

Lease becomes effective from: October 1, 2013 thru September 30, 2014.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1252-412-00-270-012-0-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req. No. 242683. Funds available as of 09/05/2013.

Attachments

Email Dept. Renewal

Current Lease

Memo-RGV Towers

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By
Darlene Betancourt
Obdett Calzada
Monica Badillo

Date
09/05/2013 09:29 AM
09/05/2013 11:36 AM
09/06/2013 05:23 PM
Started On: 08/27/2013

Form Started By: Gricelda Villarreal

Final Approval Date: 09/06/2013

Zimbra

cris.ayala@co.hidalgo.tx.us

RE: Lease of Tower Space

From : Nelda Olivarez <nolivarez@hidtaskforce.us>

Tue, Aug 27, 2013 04:10 PM

Subject : RE: Lease of Tower Space**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>**Cc :** Sonya Lopez <slopez@hidtaskforce.us>

Good afternoon,

HIDTA will be utilizing the new county radios and equipment. The RGV Tower contract ends on September 27, and as per Assistant Commander Yates, the tower will only be needed for a few months to make sure everything is up and running. The agreement can be terminated at any time for any reason upon giving a thirty (30) day written notice.

Please continue with the renewal and HIDTA will terminate agreement by Nov or Dec 2013.

Thank you for your assistance.

From: Cris Ayala [mailto:cris.ayala@co.hidalgo.tx.us]**Sent:** Tuesday, August 27, 2013 2:54 PM**To:** Nelda Olivarez**Cc:** Sonya Lopez**Subject:** Fwd: Lease of Tower Space**Importance:** High

Hi Nelda,

Just a reminder that the contract for with RGV Towers for "Lease of Tower Space" will come to expire on September 30, 2013 and we only have a couple more weeks to notify the vendor as well as get the agenda approval if you wish to continue another year extension. Please let me know if you will be continuing the services so as to proceed.

Thank You,
Cris

From: "Nelda Olivarez" <nolivarez@hidtaskforce.us>**To:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>**Cc:** "Sonya Lopez" <slopez@hidtaskforce.us>**Sent:** Thursday, July 11, 2013 9:45:45 AM**Subject:** RE: Lease of Tower Space

As of now, it on hold. HIDTA will be switching to the new county radio system, hopefully before the contract expires.

We will let you know by the 1st of August.

Thanks

From: Cris Ayala [mailto:cris.ayala@co.hidalgo.tx.us]**Sent:** Thursday, July 11, 2013 8:51 AM

To: Nelda Olivarez
Cc: Sonya Lopez
Subject: Lease of Tower Space

Good morning Nelda,
The contract renewal for "Lease of Tower Space" with RGV Towers is coming up for renewal. Please advise is you will be continuing the services so as to send notice to the vendor with ample time.

Thank you,
--

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

--

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

E-12-229-09-04

Effective from: Oct. 1, 2012 thru Sept. 30, 2013

August 15, 2012

RGV Towers, LLC
C/O Alan Yoder
PO BOX 3097
McAllen, Texas 78502

Via email: alan@sc2000.net
Cert. Mail: 7099 3220 0002 9744 7010

Re: C-11-192-09-27
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the first of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday, August 22, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: *Alan Yoder*

Date: 8-16-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

COMMUNICATIONS TOWER RENTAL AGREEMENT
C-11-192-09-27

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Communications Tower Rental Agreement ("Agreement") is made and entered into this, 27th day of September, 2011 by and between RGV TOWERS, LLC., a Texas Limited Liability Corporation, herein referred to as "Lessor" and COUNTY OF HIDALGO, TEXAS herein referred to as "Lessee".

In consideration of the mutual promises, conditions, covenants and other good and valuable consideration of the parties hereto, it is covenanted and mutually agreed as follows:

I. LEASED SPACE ON TOWER

Lessor is the lessee of a parcel of land described in Exhibit "A" (the "Land"), which exhibit is incorporated herein for all purposes, upon which it owns and operates a communications tower ("Tower"), the Tower and Land collectively are referred to herein as the "Property". Upon and subject to all of the provisions of this Agreement, and in consideration of the Rent (as herein defined), and the representations, warranties, covenants, agreements, waivers and releases set forth herein, Lessor hereby leases Lessee and Lessee leases from Lessor on a non-exclusive basis (i) approximately four square feet in the equipment shelter at or near the base of the Tower; (ii) space on the Tower at the lesser of 440 feet or 20 feet below the greatest height allowed by governmental authority, to install, maintain and operate the communications equipment described in the attached Exhibit "B" (collectively the "Equipment") and incorporated herein for all purposes; and (iii) rights to access and utility easements, if any.

II. TERM

The term of this Agreement shall commence upon the completion of the installation of the Lessee's equipment in the Building, but not later than October 1, 2011, ("Commencement Date") and continue for a period of 12 months, ending not later than September 30, 2012 ("Term Expiration Date"); subject, however, to earlier termination as hereinafter provided.

Renewal. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "C" under the same terms and conditions set forth in this Agreement except that the rent amount for the Leased Space shall be established as proposed by Lessor in Exhibit "D" (the Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.



Voluntary Termination. Lessee may terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to Lessor.

Commitment of Current Revenue. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of this Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903 (Vernon Supp. 1996).

III. RENT

Lessee agrees to pay rent to Lessor at PO Box 2973, McAllen, Hidalgo County, Texas, 78502, or at such other place as the Lessor may from time to time designate in writing, in lawful money of the United States of America, which shall be legal tender for the payment of all debts or dues, public and private, at the time of payment, payable in twelve monthly installments of Three hundred seventy-five and no/100 Dollars (\$375.00), each, payable on or before the first day of each and every calendar month beginning on or before the 1st day of October, 2011, and continuing regularly and monthly on the same day of each month thereafter, until the Expiration Date, unless this Agreement is terminated early as provided hereunder. Lessee agrees that the amount of the Rent will be increased annually, with the first increase occurring on the first annual anniversary of the Commencement Date and thereafter on each subsequent annual anniversary of the Commencement Date, as provided for in the attached Exhibit "D".

IV. RIGHT TO INGRESS AND EGRESS

Lessor agrees that so long as Lessee is not in default of this Agreement or if in default has cured said default within the applicable cure period, and during the Term of the Agreement, Lessee shall have continuous non-exclusive ingress to and egress from the Property 24 hours a day, seven days a week for the purpose of maintenance and repairs to its equipment. It is further agreed, however, that Lessee will only permit its qualified employees or qualified and adequately insured contractors to work on, in or around the Property. In addition, a Certificate of Insurance with RGV Towers, LLC named as an additional insured with the below listed insurance requirements will be required for any contractor to climb or perform work on the tower.

V. LOCKED GATE

Lessee and Lessee's representatives agree to close and lock the Property entrance gate after entering or leaving the Property.



VI. LESSEE'S COVENANTS AND CONDITIONS

Lessee covenants and agrees:

1. That Lessee's Equipment, its installation, operation and/or maintenance will not:
 - a. damage the Tower and Land, normal wear and tear excepted.
 - b. unreasonably interfere with the operation of Lessor's radio equipment or the radio equipment of prior or subsequent lessees on the Tower. In the event Lessee's equipment causes interference with prior or subsequent lessees, Lessee will promptly take all reasonable and necessary steps to correct and/or eliminate the interference. If such interference cannot be eliminated within ten (10) days of notice from the Lessor that the interference exists and as a result, Lessor elects to terminate this Agreement, Lessee agrees to remove its Equipment from the Property and this Agreement shall thereupon be terminated with neither party having any further obligation to the other, except for Lessee's obligation to pay Rent through the date of this early termination of this Agreement.
 - c. interfere with Lessor's performance of maintenance of the Tower or Property, the tower lighting system or monitoring equipment.
 - d. violate any applicable rules or regulations of any Federal Agency, including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").
 - e. violate any applicable state, county, city or municipality codes, regulations, laws, rulings or ordinances.
2. That Lessee will ensure that its repeater systems on the Tower have a pass type duplexer unless connecting to the Lessor's Master Antenna System. (Note: Lessor will not allow trap-type duplexers on its Tower)
3. That Lessee assumes all responsibility for the licensing, operation and/or maintenance of its Equipment and any associated attachments.
4. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Property and on Lessee's Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and no/100 Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Property, all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Lessee shall provide a certificate of insurance evidencing the coverage required by this paragraph within 30 days of the Commencement Date.
5. That Lessee shall not change the frequency, power, character or amount of its equipment on

PHARR TOWER



the Tower or on the Property without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

6. Intentionally Omitted

7. That, without the express prior written consent of Lessor, Lessee shall make no alteration, improvement, modification, or replacement in or to the Tower or Property.

8. That Lessee, at its sole cost and expense, shall attach or apply permanent identification: (a) to all its lines, coaxial, cable, and/or waveguides at the top and bottom of the line; (b) to any antenna(s) or equipment mounted on the Tower; and (c) to any equipment in or on the Property. Such permanent identification markings shall be of a kind, quality and nature such that the Lessor can at all times readily identify the owner of any equipment, line, cable, coaxial, waveguide or property attached to, on, in or around the Tower or Property.

9. That Lessee recognizes that a condition to granting of this Agreement and its continuation, is that no employee, representative or contractor of Lessee or any other person allowed to come upon said Property by Lessee, shall be permitted to hunt, fish, swim, camp or picnic on the Property and no dog, gun, firearm, fishing equipment, cameras (unless necessary to photograph accidents or where necessary to satisfy OSHA or other regulatory authority requirements), game-calling instruments, night hunting paraphernalia, bows and arrows will be permitted on the Property. Neither Lessee nor its agents, employees, contractors or invitees shall hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like matters from the Property. If any of Lessee's representatives, contractors, or employees violate this provision, Lessor may give notice thereof to Lessee and, if Lessee does not voluntarily remove or exclude such party, Lessor shall have the right to eject such party from said Property and thereafter prohibit such party from entering upon said Property. Lessee further agrees that it will not keep or bring cattle or livestock onto the Property and that it will not permit its agents, employees or contractors to do so.

VII. LESSOR'S COVENANTS AND CONDITIONS

Lessor covenants and agrees:

1. That Lessor will use its best efforts to meet the marking and lighting requirements of the Tower and Building promulgated by the FAA or FCC. Lessor will hold Lessee harmless from any liability and indemnify Lessee against any fines caused by Lessor's failure to comply with marking or lighting requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance and if Lessor does not cure the conditions within the time allowed by cure by the citing agency, Lessee may terminate this Agreement by written notice to Lessor with neither party having any further obligation to the other.

2. That Lessor, at its sole cost and expense, shall maintain and repair the Tower and Property, unless any such damage is caused or contributed to by acts or omissions of Lessee, Lessee's agents, customers, clients, employees or invitees, in which event Lessee hereby agrees to pay the full cost of

PHARR TOWER



such repairs.

3. That during the Term of this Agreement, Lessor will use its best efforts to protect Lessee's frequency(ies) from interference caused by equipment of Lessor's other customers who place equipment on Lessor's Tower subsequent to this Agreement or modify pre-existing equipment.

4. That: (i) Lessor has full right to make and perform this Agreement; (ii) Lessor has a valid leasehold interest in the Land and will maintain such interest throughout the Term; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property.

5. Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property.

6. Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

VIII. LESSEE'S OBLIGATIONS ON TERMINATION

1. Lessee may remove Lessee's Equipment from the Tower or Property provided: (a) removal is made prior to the Expiration Date or earlier termination of this Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of removal, including payment of Rent; and (c) Lessee promptly repairs all damage to the Tower or Property caused by such removal.

2. Upon the Expiration Date or earlier termination of this Agreement, Lessee covenants and agrees to surrender the Tower and Property to Lessor in the same condition in which the Tower and Property existed on the Commencement Date, excepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Lessee.

3. Upon termination of this Agreement, Lessee agrees to remove all antennas, transmission lines, communication equipment and all other property belonging to the Lessee. If Lessee fails to remove any of its antennas, transmission lines, communications equipment and/or other property, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rental of three times the per day Rental provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rental shall be due and payable daily.



IX. HOLDING OVER

If Lessee remains in possession of the Property after the Expiration Date or earlier termination of this Agreement, without the execution by Lessor and Lessee of a new Agreement, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rent of three times the per day Rent provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rent shall be due and payable daily. Lessor shall have the right to terminate a tenancy-at-sufferance immediately upon notice to Lessee. The inclusion of this Paragraph IX. shall not be construed or interpreted as Lessor's consent for Lessee to hold over, nor shall the provisions of this Paragraph IX. limit the remedies available to Lessor for such holding over, either under this Agreement, at law, or in equity.

X. HOLD HARMLESS

Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require (and more fully described in the attached Exhibit "C", "D" and "E"). In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

To the extent provided for by the laws of the State of Texas, Lessee agrees to hold harmless Lessor, its employees, officers, directors, agents, owners and representatives against any and all claims, demands or actions arising in any manner directly or indirectly related to Lessee's activities or events performed by Lessee, its agents or employees pursuant to this Agreement.

XI. ACTS OF GOD

Lessor shall not be liable to Lessee for damages caused by acts of God, or other acts beyond the control of Lessor. Lessee likewise will not be liable to Lessor for damages caused by acts of God or other acts beyond the control of Lessee. If, due to acts of God or for any other reason, except for the negligent or unlawful acts or omissions of Lessor, Lessee's use of the tower is interrupted, Lessor shall be liable only for abatement of rent for the period of interruption.

XII. DEFAULT BY LESSEE

The following shall be considered Events of Default by the Lessee:

1. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

PHARR TOWER



this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

2. Other than the payment of Rent, the failure to cure, after written notice thereof, any breach of the covenants, promises, undertakings, terms and conditions contained in this Agreement.
3. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement for the benefit of creditors, an assignment for the benefits of creditors, or any other act reasonably indicating equitable or legal insolvency.
4. Abandonment of the Property.

XIII. REMEDIES

This Agreement, the Term, and Lessee's leasehold interest in the Property hereby granted are subject to the limitation that if and whenever any Event of Default shall exist or occur, in addition to all other rights and remedies given hereunder or by law or equity, without further notice or demand, upon the occurrence of any Event of Default or at any time thereafter, at Lessor's option, Lessor may do any one or more of the following:

1. Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.
2. After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.
3. After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

XIV. IMPLIED ACCEPTANCE OF SURRENDER, NO CONVERSION

Exercise by Lessor of any one or more remedies granted to Lessor in this Agreement or otherwise available to Lessor at law or in equity shall not be deemed to be an acceptance by Lessor of surrender of the Property from Lessee, whether by implied agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Property shall not constitute an acceptance of surrender of the Property. No alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Property shall be deemed unauthorized or constitute a conversion. Lessee hereby authorizes and consents to Lessor's exercise of dominion over Lessee's property within the Building or Tower after the existence or occurrence of an Event of Default. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices and/or removal of power are

hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement obtained in forcible detainer proceedings or other legal proceedings or without the necessity for legal proceedings, as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

XV. LESSEE'S LIABILITY FOR RENT

In the event Lessor elects to terminate this lease by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Property, Lessee shall be and remain liable to Lessor for all Rent accrued to the date of such termination of this Agreement. Lessee obligations for any unpaid rents, damages, costs and expenses shall survive any termination of the Agreement.

XVI. PAST DUE RENT

IN THE EVENT ANY RENT IS NOT PAID ON THE DUE DATE THEREFORE, LESSEE SHALL BE OBLIGATED TO PAY LESSOR INTEREST ON THE AMOUNT OF SUCH PAST DUE RENT FROM THE DUE DATE OF SUCH RENT UNTIL PAID AT THE LESSER OF (A) THE MAXIMUM LAWFUL RATE OF INTEREST WHICH MAY BE CHARGED OR PAID UNDER APPLICABLE LAW. Failure by Lessor to enforce the payment of such interest with respect to any past due Rent shall not constitute a waiver of Lessor's right to enforce the payment of such interest for any future past due Rent.

XVII. WAIVERS AND MODIFICATIONS

Neither the acceptance of Rent by Lessor nor any failure by Lessor to object or complain of any action, non-action, or default of Lessee shall constitute a waiver of Lessor's rights or remedies hereunder. No delay on the part of a Party in exercising any of such Party's rights, powers, privileges, or remedies hereunder shall operate as a waiver thereof, nor shall any specific waiver by a Party of any right, power, privilege, or remedy hereunder operate or be construed as a waiver of any other right, power, privilege, or remedy hereunder, nor shall any single or partial exercise of any rights, power, privilege or remedy hereunder (unless the Section of this Agreement which establishes any such right, power, privilege, or remedy provides otherwise).

XVIII. SALES OR USE TAX

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this lease agreement or the rental payments herein reserved, the Lessee hereby agrees to pay same as additional rent, or to furnish such documentation as is necessary or appropriate to establish that such rent payments are exempt from sales or use tax.



XIX. SUBORDINATION AND TRANSFER BY LESSOR

This Agreement may be made subject and subordinate to the lien of any mortgage, deed of trust or other instrument encumbering, now or hereafter placed on the Tower or the Property, provided that any such encumbering document shall contain a covenant that Lessee shall not be disturbed in its possession, use and enjoyment of the Property before or after any transfer of interest in title under such an encumbering document so long as Lessee is not in default under this Agreement, and providing that any purchaser, purchaser at foreclosure or deed in lieu of foreclosure, shall succeed to the rights and obligations of Lessor herein. The parties agree that nothing in this Agreement in any way prohibits or restricts Lessor from transfer, assignment, sale or other conveyance or encumbrance of the Property or Tower or any portion or interest therein.

XX. ATTORNMENT

In the event a third party acquires title to the Property or Tower, including by foreclosure or by acceptance of a deed in lieu of foreclosure of a lien, Lessee will become the Lessee of such successor in interest without change in the terms or other provisions of this Agreement so long as such successor in interest provides Lessee with a non-disturbance agreement. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided.

XXI. ESTOPPEL CERTIFICATE

Upon request, Lessee shall execute and deliver to Lessor an estoppel certificate stating: (a) the Commencement Date; (b) that Lessee is not in possession of any written documents or instruments that would modify or amend this Agreement and this Agreement is in full force and effect (or, if there have been written modifications hereto, that this Agreement is in full force and effect, and stating the date and reflecting the substance of the modifications); (c) that the Rent under this Agreement has been paid; (d) that, to the best of Lessee's knowledge, there are no current defaults under this Agreement except as specified; and (e) such other matters reasonably requested by Lessor with regard to this Agreement.

XXII. NOTICE

All notices and other communications required or permitted hereunder and tender of payment of Rent and other payments due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage with return receipt requested, but as to timeliness of Rent payments, same shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

**LESSOR: RGV TOWERS, LLC
C/O ALAN YODER
PO BOX 3097
MCALLEN, TEXAS 78502**

PHARR TOWER



LESSEE: COUNTY OF HIDALGO, TEXAS
ATTN: RAMON GARCIA, COUNTY JUDGE
1605 SOUTH CLOSNER
SUITE J
EDINBURG, TEXAS 78539

XXIII. AUTHORITY

Lessor and Lessee warrant and covenant to each other that each has taken all actions necessary to authorize the execution and delivery of the Agreement.

XXIV. ENVIRONMENTAL

At all times during the Term of this Agreement, Lessee covenants, represents, warrants and agrees that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Tower or Property by Lessee, Lessee's agents, employees, invitees, licensees, or contractors. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Emergency Planning and Community Right to Know Act of 1986, as amended, the Texas Water Code, as amended, the Toxic Substance Control Act, as amended; all rules and regulations promulgated with respect thereto; and all other federal, state, and local laws, regulations, ordinances, rules, and bylaws, whether now existing, previously in force, or subsequently enacted.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Property in violation of any applicable law.

XXV. CONDEMNATION

If at any time during the Term of this Agreement, any part of the Property is taken by eminent domain, or is conveyed by voluntary deed under threat of condemnation, Lessor may elect to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph XXIII., Rent shall be payable up to the date that possession is taken by the condemning authority. All sums awarded or agreed upon between

PHARR TOWER



the condemning authority and Lessor for the taking of the interest of the Lessor, whether as damages or as compensation, will be the property of the Lessor. All sums awarded or agreed upon between the condemning authority and Lessee for the taking of the interest of the Lessee, whether as damages or as compensation, will be the property of the Lessee.

XXVI. ASSIGNMENT

If Lessee is not in default under this Agreement, and with Lessee's prior notice to Lessor, Lessee may assign this Agreement only to a person or entity that is controlled by Lessee, has common ownership, or under common control with Lessee, provided such person or entity has first received FCC or state regulatory agency approval, and assumes all obligations of Lessee under this Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Agreement. Upon such assignment, Lessor shall be relieved of all liabilities and obligations hereunder and Lessee shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

XXVII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns, provided, however, this provision shall in no way alter the prohibition in connection with assignment and subletting by Lessee.

XXVIII. TEXAS LAW TO APPLY

The Agreement shall be construed and governed by the laws of the State of Texas. The Parties further agree that this Agreement is performable in Hidalgo County, Texas, and venue for any action involving this Agreement may only be brought in Hidalgo County, Texas.

XXIX. AMENDMENTS

This Agreement may be amended only in writing executed by Lessor and Lessee.

XXX. ENTIRE AGREEMENT

The Agreement, together with any exhibits given or delivered pursuant to the Agreement, constitutes the entire agreement between the parties to this Rental Agreement. No party shall be bound by any communications between them on the subject matter of the Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of the Agreement, and (c) is agreed to by all parties to the Agreement. On execution of this Agreement, all prior agreements or

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understandings between the parties shall be null and void.

XXXI. SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

XXXII. HEADINGS


The headings of the articles, paragraphs and sections of this Rental Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

XXXIII. COUNTERPARTS

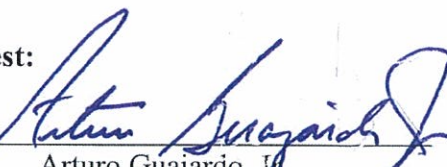
The Agreement may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Agreement shall become operative on the date the last party has executed at least one counterpart of the Agreement (Execution Date).

APPROVED by Commissioners Court on this 27th day of September, 2011.

COUNTY OF HIDALGO, TEXAS


BY: 
Ramon Garcia
Hidalgo County Judge

Attest:

BY: 
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Commissioners' Court
on 9/27/11

RGV TOWERS, LLC

BY: 
Alan Yoder
President

PHARR TOWER

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HIDTA TASK FORCE "LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

Initial 1 year term:	
Description	Bid Amount
Cost per month	\$ 375 ⁰⁰
Total cost for 1 st of 1 year term (12 months)	\$ 4,500 ⁰⁰
Renewal Options 2 nd Year term: Nine (9), One (1) year terms:	
Description	Bid Amount
Cost per month	\$ 386 ²⁵
Total cost for 2 nd term of 1 year (12 months)	\$ 4,635 ⁰⁰
3rd Year term:	
Cost per month:	\$ 397 ⁸⁴ 0.34
Total cost for 3 rd term of 1 year (12 months)	\$ 4,774 ⁰⁸ 7-27-11
4th Year term:	
Cost per month	\$ 400 ⁰⁰
Total cost for 4 th term of 1 year (12 months)	\$ 4,800 ⁰⁰ J
5th Year term:	
Cost per month	\$ 420 ⁰⁰
Total cost for 5 th term of 1 year (12 months)	\$ 5,040 ⁰⁰

6 th Year term:	
Description	Bid Amount
Cost per month	\$ 441 ⁰⁰
Total cost for 6 th term of 1 year (12 months)	\$ 5292 ⁰⁰
7 th Year term:	
Cost per month	\$ 463 ⁰⁰
Total cost for 7 th term of 1 year (12 months)	\$ 5,556 ⁰⁰
8 th Year term:	
Cost per month	\$ 486 ⁰⁰
Total cost for 8 th term of 1 year (12 months)	\$ 5832 ⁰⁰
9 th Year term:	
Cost per month	\$ 510 ⁰⁰
Total cost for 9 th term of 1 year (12 months)	\$ 6,120 ⁰⁰
10 th Year term:	
Cost per month	\$ 535 ⁰⁰
Total cost for 10 th term of 1 year (12 months)	\$ 6,420 ⁰⁰
Grand Total	
Overall Total Cost for 10 years (120 months)	\$ 52,969 ⁰⁸
FCC Antenna Site Registration #	1258600

OPENED
9:34am

Witnessed

[Signature]



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

August 28, 2013

RGV Towers, LLC
C/O Alan Yoder
PO BOX 3097
McAllen, Texas 78502

Via email: alan@sc2000.net
Cert. Mail: 7099 3220 0002 9744 7362

Re: E-12-229-09-04
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the third (3) term of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Sept 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, September 6, 2013, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 

Date: 8-28-13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

SECTION II - WHO IS AN INSURED

(f.) Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

AI-40529

Purchasing Department 8. M.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting ratification of approval of plans and specifications originally approved by Commissioners' Court on September 3, 2013 (AI-40391), inasmuch as final modifications were made to specifications to complete the procurement packet for the project: Hidalgo County Sheriff's Office -Modifications to Incorporate Motorola and 911 Equipment. (2013-258-09-25-MSS)

BACKGROUND

Attachments

Original Agenda 09/03/13 -Approved

Complete Final Plans and Specifications -Sheriff's Office -Facility Modifications for Motorola and 911 Equipment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/06/2013 03:26 PM
Budget & Management	Obdett Calzada	09/06/2013 03:43 PM
Glinda Pacheco	Glinda Pacheco	09/06/2013 04:32 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Moises Salazar		Started On: 09/04/2013
Final Approval Date: 09/06/2013		

C.C. SEPTEMBER 3, 2013

2. **AI-40305** 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 general professional engineering services for the Warehouse facility project located in Pct No. 4.

Evaluators	Naismith Engineering, Inc	Chanin Engineering LLC	Fulcrum Consulting Services
Evaluator 1	94	95	98
Ranking			

C. Authority for the Purchasing Department to negotiate a general professional engineering services contract with the No. 1 ranked firm of _____ for: the warehouse facility project in Pct No. 4.

3. **AI-40427** Acceptance and approval of the final negotiated AIA Forms of Agreement with MATA-GARCIA ARCHITECTS, LLP, in connection to the: Design and Construction of the San Carlos Community Resource Center (CRC) for Precinct 4.

B. WIC

1. **AI-40468** Requesting approval to exercise its option to terminate (under Paragraph 1.2-Termination) as stated in the current lease agreement with Felix Alaniz Jr., for "Lease of Office Space-City of La Joya," by providing/forwarding a Thirty (30) Day written notice of termination as requested by WIC Program Director.

C. Budget & Management

1. **AI-40232** Acceptance and approval of the final negotiated contract with Lewis & Ellis Inc. for "Actuarial Consulting Services for Par I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis" for Hidalgo County including Best and Final Offer.

D. Sheriff's Office

1. **AI-40140** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code- 262.024(a)(4), a professional service;

b. Authority to enter into a & approval of contract for the provision of Psychological Services (as mandated under Texas Administrative Code) with Dr. Gregorio Pina, III, PhD.

C.C. SEPTEMBER 3, 2013

2. AI-40391



Requesting authority to advertise with approval of plans and specifications developed by project engineer Half Associates, Inc for Hidalgo County Sheriff's Office - Facility Modifications to Incorporate Motorola and 911 Equipment. RFB No. 2013-258-09-25-MSS.

E. Co. Wide

1. AI-39784 Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications for the purpose of award and approval of contract for RFB titled: Hidalgo County (all funding sources)- "Collection of Used Oil, Oil Filters and Antifreeze" through project No.: 2013-038-06-26-MEG.
2. AI-40038 Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest & best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Lubricants (Grease, Oil Hydraulic Fluids) and Antifreeze Products" for RFB No 2013-021-07-24-YZV.

23.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. AI-40482 County v. MERS (Mortgage Electronic Registration Systems)
- D. AI-40289 Claim of Brian Valadez
- E. AI-40490 Notice of Claim - Pablo & Amanda Garcia and the Estate of Rai Garcia, deceased
- F. AI-40395 Claim of Guadalupe Limon
- G. AI-40411 Claim of Carlos Casanova
- H. AI-40428 Claim of Argelia Hernandez
- I. AI-40430 Claim of Argelio Hernandez & Nikholaz Alexandro Garcia

24.

Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation
- C. AI-40484 County v. MERS (Mortgage Electronic Registration Systems)

AI-40391

Purchasing Department 22. D. 2.

CC REGULAR

Meeting Date: 09/03/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of plans and specifications developed by project engineer Half Associates, Inc for Hidalgo County Sheriff's Office - Facility Modifications to Incorporate Motorola and 911 Equipment. RFB No. 2013-258-09-25-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Date	Event
1	09/07/13 AND 09/14/13	Advertisements
2	09/16/13 @ 3:00 PM	Pre-Bid Conference
3	09/25/13 @ 3:00 PM	BID OPENINGS

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-540

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO#685622

Attachments

Project Specifications for Sheriff's Office Facility Modification to Incorporate Motorola and 911 Equipment -2013-258 plans

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2013 03:21 PM
Budget & Management	Obdett Calzada	08/28/2013 03:53 PM
Glinda Pacheco	Glinda Pacheco	08/29/2013 11:22 AM
Purchasing Department	Moises Salazar	08/29/2013 11:51 AM
Glinda Pacheco	Glinda Pacheco	08/29/2013 11:54 AM
Purchasing Department	Marty Salazar	08/29/2013 04:05 PM
Budget & Management	Obdett Calzada	08/29/2013 04:21 PM
Glinda Pacheco	Glinda Pacheco	08/29/2013 04:47 PM
Auditor's Office	Monica Badillo	08/30/2013 01:58 PM

Form Started By: Moises Salazar

Started On: 08/26/2013

Final Approval Date: 08/30/2013

PROJECT MANUAL



Hidalgo County Sheriff's Office

**Facility Modifications to Incorporate
Motorola and 911 Equipment**

Edinburg, TX

**HIDALGO COUNTY SHERIFF'S OFFICE
FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA
AND 911 EQUIPMENT**

MECHANICAL/PLUMBING ENGINEER:

HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

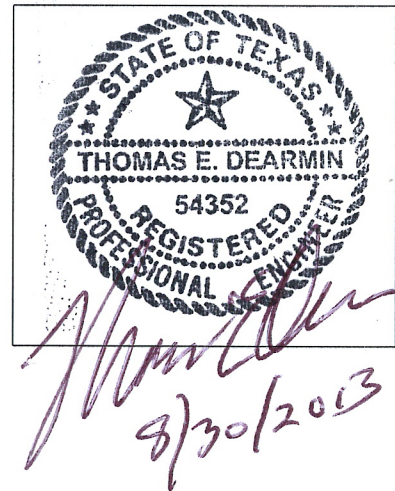
MENTON J. 'TREY' MURRAY, III, P.E.



ELECTRICAL ENGINEER:

HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

THOMAS E. DEARMIN, P.E.



Hidalgo County Sheriff's Office
Facility Modifications to Incorporate Motorola and 911 Equipment
Project Manual
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260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260534 FIRE RATING RACEWAYS CONDUITS AND BOXES
260544 SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACWAYS AND CABLING
260553 IDENTIFCATION FOR ELECTRICAL SYSTEMS
262416 PANELBOARDS
262726 WIRING DEVICES
262816 ENCLOSED SWITCHES AND ANC CIRCUIT BREAKERS
264313 TRANSIENT-VOLTAGE SUPPRESSION FOR LOW VOLTAGE ELECTRICAL POWER
CIRCUITS
265100 INTERIOR LIGHTING

DIVISION 27 – COMMUNICATIONS

270528 PATHWAYS FOR COMMUNICATION SYSTEMS

DIVISION 28 – DIGITAL ADDRESSABLE FIRE ALARM
283111 DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

END OF TABLE OF CONTENTS

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for: **2013-258-09-25-MSS- HIDALGO COUNTY SHERIFF'S OFFICE- "Facility Modifications to Incorporate Motorola and 911 Equipment"**.

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 engineer Thomas E. Dearmin, P.E, M.B.A., *Halff Associates, Inc., 5000 W. Military, Suite 100, McAllen, TX 78504 (956) 664-0286* 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, September 16, 2013 at 3:00 P.M.** at **HIDALGO COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT FACILITY, 711 El Cibolo Road, Edinburg, TX 78541.**

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.:**2013-258-09-25-MSS- HIDALGO COUNTY SHERIFF'S OFFICE -"Facility Modifications to Incorporate Motorola and 911 Equipment"** 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 September 25, 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: Thomas E. Dearmin, P.E., M.B.A. @ **(956) 664-0282 or e-mailed to tdearmin@halff.com**. Please call 956-664-0286 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 September 18, 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 3rd day of September, 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

September 9, 2013

Re: **HIDALGO COUNTY SHERIFF'S OFFICE "Facility Modifications to Incorporate Motorola and 911 Equipment"**

BID No. - 2013-258-09-25-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



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY SHERIFF'S OFFICE
“Facility Modifications to Incorporate Motorola and 911 Equipment”

BID No. -2013-258-09-25-MSS

TABLE OF CONTENTS –for COUNTY'S FRONT END DOCUMENTS

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2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
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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 through e-mail, facsimile or by U.S. Mail.

Thank you.



REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF'S OFFICE

**“Facility Modifications to Incorporate Motorola and 911
Equipment”**

BID No. - 2013-258-09-25-MSS

Acceptance Date: **September 25, 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 SHERIFF’S OFFICE - FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT”** 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- 2013-258-09-25-MSS- HIDALGO COUNTY SHERIFF’S OFFICE- FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT"** 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, September 25, 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 - 2013-258-09-25-MSS- HIDALGO COUNTY SHERIFF’S OFFICE -FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT".

WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Halff Associates, Inc. to the attention of, Thomas E. Dearmin, PE, MBA *at fax No. (956) 664-0282 or e-mail tdearmin@halff.com* . Please call 956-664-0286 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 **September 18, 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 of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 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- 2013-258-09-25-MSS- HIDALGO COUNTY SHERIFF'S OFFICE-"FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT"** 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 Eufrazio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference-(Site Walk-Thru)	3:00 PM	September 16, 2013
Bid Opening,	3:00 PM	September 25, 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. Clossner, 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 SHERIFF'S OFFICE

**“FACILITY MODIFICATIONS TO INCORPORATE MOTOROLA AND 911
EQUIPMENT”**
BID- 2013-258-09-25-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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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. 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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____

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)

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (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.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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 SHERIFF'S OFFICE
"Facility Modifications to Incorporate Motorola and 911 Equipment"

BID No. - 2013-258-09-25-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: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-XX-XXX-XX-XX**

This Agreement, entered into this _____ day of _____, 2___ by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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:

Facility Modifications to Incorporate Motorola and 911 Equipment

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ engineer, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ _____ for _____ each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2_____.

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm: _____
Address: _____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,
2_____, by _____ Of and on behalf of _____
(Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America

Construction Specifications Institute

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05.

OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

**SECTION 00 41 00
BID FORM**

1.01 TO:

- A. County of Hidalgo
 - 1. County of Hidalgo 3100 South Business Highway 281, Suite D Edinburg, Texas 78539

1.02 FOR:

- A. County of Hidalgo Sheriff's Office
 - "Facility Modifications to Incorporate Motorola and 911 Equipment"
 - RFB No. 2013-258-09-25-MSS

1.03 DATE: _____ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name _____
Address _____
City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Halff Associates, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the items listed in this bid form of:

_____ dollars (\$_____), in lawful money of the United States of America.

- B. All Expenditure Allowances described in Section 01 21 00 are included in the Bid Sum. Twenty Thousand Dollars (\$20,000.00), in lawful money of the United States of America.
- C. BID BOND: Offerors will be required to provide Bid Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total proposal. Failure to provide the Bid Bond with the proposal will constitute a non-responsive proposal and the proposal will not be considered.
- D. PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Offeror will be required to provide 100% Performance and Labor and Materials. Payment Bond in strict conformance with all the requirements of the Contract Documents. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.
- E. NOTE: Awarded Vendor must provide criminal background clearances through Senate Bill 9 for all personnel and sub-contractors working on the project job site.
- F. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.
- G. All Cash and Contingency Allowances described in Section 01 21 00 are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This Bidder shall be open to acceptance and is irrevocable for Ninety (90) days from the bid closing date.
- B. If this bid is accepted by County of Hidalgo within the time period stated above, we will:
 - Execute the Agreement within seven days of receipt of Notice of Award.
 - Furnish the required bonds within seven days of receipt of Notice of Award.
 - Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to County of Hidalgo by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If the Bid is accepted, project will be substantially complete as follows: Complete the Work in One Hundred 100 calendar days from Notice to Proceed.
- B. Liquidated Damages: County of Hidalgo has the right under contract to assess liquidated damages for each calendar day beyond the date for substantial completion set out in the contract in which the Work fails to be substantially complete due to unexcused delay. In the event the Contractor fails to achieve Substantial Completion of the work within the time indicated in the Bid Form, or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day for each day that the work is not substantially complete - the date on the Certificate of Substantial Completion.
- C. In the event the Contractor fails to achieve Final Completion of the Work within thirty (30) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of \$500.00 per day that passes within the first seven days past the scheduled Final Completion date in which the Work is not completed; \$1,000.00 per day for each day that passes within the second seven days past the scheduled Final Completion date in which the Work is not completed; and \$1,500.00 per day for each day that passes within the third seven days past the scheduled Final Completion date in which the Work is not completed, until the work is finally completed.
- D. Back Charges: County of Hidalgo has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to County of Hidalgo operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.
- E. Rain/Off Days: Rain Days must be submitted within 3 days of event or with each pay application

(weekly report) failure to provide notification with proper proof within the time period will not be accepted. Any additional days after rain days that the contractor fails to work will be charged as work days unless authorized in writing by both the contractor and Owner, refer to 1.07 Contract Time, A.

F. Completion of Work

If this Bid is accepted, we will:

Complete the Work in 100 calendar days from Notice to Proceed.

1.08 CHANGES TO THE WORK

A. All approved change orders must be signed by the Owner and Engineer. Engineer will issue a Proposal Request (PR) to the Contractor; Contractor will prepare detail cost and time information including sub-contractor breakdown (Change Proposal) and submit to Engineer for review, within 10 days of receipt of the Proposed Change; Engineer will submit proposal and all information to Owner for review and approval.

B. Allowances shall be handled in a similar manner as a change order, refer to 1.08, B. Contractor shall prepare detail cost and time information and submit to Engineer for review; Engineer will submit proposal and all information to Owner for review and approval.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Sum.

- ___ Addendum # 1 Dated _____.
- ___ Addendum # 2 Dated _____.
- ___ Addendum # 3 Dated _____.
- ___ Addendum # 4 Dated _____.
- ___ Addendum # 5 Dated _____.

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. (Bidder - print the full name of your firm)

C. was hereunto affixed in the presence of:

D. _____

E. (Authorized signing officer, Title)

F. (Seal)

G. _____

H. (Authorized signing officer, Title)

1.11 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Hidalgo County Sheriff's Office Facility Modifications to Incorporate Motorola and 911 Equipment
 - 1. Project Location: 711 El Cibolo Road, Edinburg, Texas 78541
- B. Owner: Hidalgo County Sheriff's Office
 - 1. Owner's Representative: Martha L. Salazar
 - 2. Engineer: Half Associates, Inc., 5000 West Military Ste 100, McAllen, Texas.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 WORK PHASES

- A. The Work shall be scheduled to minimize downtime and constructed under a single phase.

1.6 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. The county will execute a separate contract for installation of Motorola and 911 Equipment.

1.7 PRODUCTS ORDERED IN ADVANCE

- A. None.

1.8 OWNER-FURNISHED PRODUCTS

- A. Doors, Windows and Sheetrock-materials only.

1.9 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project and by the Owner's requirement to maintain Sheriff's Office Operations.
- B. Use of Site: Limit use of premises to areas within the Contract limits as identified on the plans. Do not disturb portions of Project site beyond areas in which the Work is indicated. Where conduits are routed over existing offices and occupied rooms, the contractor shall minimize the disturbance to occupants.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.10 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.11 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed on a time frame determined by the Contractor.
 - 1. Weekend Hours: As required.
 - 2. Early Morning Hours: As required.
 - 3. Hours for Utility Shutdowns: As coordinated with Owner.
 - 4. Hours for noisy activity: Outside of Sheriff's Office normal hours of operation.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than three days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.13 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Engineer.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012900- PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Engineer by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use IA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100-PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.

3. Number of Copies: Submit four opaque copies of each submittal. Engineer will return three copies.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including mobile and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within [three] days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.

- g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
3. Minutes: Record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.

- x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 - 3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

- E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
 1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.

3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200-CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Engineer's final release or approval.
- C. Preliminary Construction Schedule: Submit two opaque copies.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- F. Daily Construction Reports: Submit two copies at monthly intervals.

- G. Material Location Reports: Submit two copies at monthly intervals.
- H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- I. Special Reports: Submit two copies at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 21 days, unless specifically allowed by Engineer.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.

7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
 1. <Insert additional milestones not indicated elsewhere.>
 2. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned

- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.

3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300-SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 9. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.

- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

- F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals.

1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

Submittal Procedures
 Hidalgo County Sheriff's Office
 Facility Modifications to Incorporate Motorola and 911 Equipment
 AVO 29607

1. Signed agreement to Consultant's drawing release form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit four copies of Product Data, unless otherwise indicated. Engineer will return minimum two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.

- j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 - 3. Number of Copies: Submit four opaque (bond) copies of each submittal. Engineer will return one copy.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
 - 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
- 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.
1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000-QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.

2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- E. 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 the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Engineer testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000-TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Pay electric power service and portable generator use charges for electricity used by all entities for construction operations.
- C. Water Service: For existing construction only, Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Electric Power Service: For existing construction only, Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Not used.
- B. Portable Chain-Link Fencing: Not used
- C. Lumber and Plywood: Not used
- D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M. Owner shall provide prepurchased gypsum board as indicated on drawings.
- E. Insulation: Not used.
- F. Paint: Comply with requirements Indicated on drawings..

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment:
 - 1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: In existing building only, use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- F. Electric Power Service: In existing building only, Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- G. Electric Power Service: For new construction, in existing building only, provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground, unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - 1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Engineers' offices.
 - e. Owner's office.
 - f. Principal subcontractors' field and home offices.
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Not used
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Not used.
- F. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs prominently to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.

2. Maintain and touchup signs so they are legible at all times.
 3. Project identification sign shall be 4'x4'x1/2" painted plywood supported by 4'x4' posts and shall include the following information:
 - a. Project name.
 - b. Names of Board of Trustees and Superintendent.
 - c. Contractor Name.
 - d. A/E firm names.
 - e. Submit proposed sign for approval.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
- J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 3. Insulate partitions to provide noise protection to occupied areas.
 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 5. Protect air-handling equipment.
 6. Weather strip openings.
 7. Provide walk-off mats at each entrance through temporary partition.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000-PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 2. Divisions 02 through 26 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use Contractor's standard form.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner

must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000-EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.

- B. Related Sections:
 - 1. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 2. "Through-Penetration Firestop Systems" for patching penetrations in fire-rated construction as described in other divisions.

1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Land survey not required.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from the Engineer before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Engineer according to requirements in Division 1 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** Comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017000

SECTION 017320-SELECTIVE DEMOLITION

PART 1- GENERAL

1.1 DESCRIPTION OF WORK

This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

PART 2- PRODUCTS [NOT USED]

PART 3- EXECUTION

3.1 METHOD OF REMOVAL

Salvage:

All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse, and all structural steel shall be in the property of County unless otherwise specified and delivered to a designated storage area.

1. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when matchmarked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.
2. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.
3. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

D. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

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2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.
3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 017320

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 General Requirements

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs[and photographic negatives], damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.

- c. Name of Engineer.
- d. Name of Contractor.
- e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.

- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 212200 - CLEAN-AGENT FIRE-EXTINGUISHING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Piping and piping specialties.
2. Extinguishing-agent containers.
3. Extinguishing agent.
4. Detection and alarm devices.
5. Control and alarm panels.
6. Accessories.
7. Connection devices for and wiring between system components.
8. Connection devices for power and integration into building's fire-alarm system.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For clean-agent fire-extinguishing system signed and sealed by a qualified professional engineer.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include design calculations.
3. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
4. Wiring Diagrams: For power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Permit Approved Drawings: Working plans, prepared according to NFPA 2001, that have been approved by authorities having jurisdiction. Include design calculations.

B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. FM Global Compliance: Provide components that are FM Approved and that are listed in FM Global's "Approval Guide."
- C. UL Compliance: Provide equipment listed in UL's "Fire Protection Equipment Directory."

PART 2 - PRODUCTS

2.1 CLEAN-AGENT SYSTEMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide PYRO_CHEM; FM 200 or comparable product by one of the following:
 - 1. Chemetron Fire Systems; a UTC Fire & Security company.
 - 2. Fike Corporation.
 - 3. Pem All Fire Extinguisher Corporation; a division of Pem Systems Inc.
 - 4. Siemens Building Technologies, Inc.; Fire Safety Division.
- B. Description: Clean-agent fire-extinguishing system shall be an engineered system for total flooding of the IT room area including the room cavity below the ceiling.
- C. Delegated Design: Design clean-agent fire-extinguishing system and obtain approval from authorities having jurisdiction. Design system for fires as appropriate for areas being protected, and include safety factor. Use clean agent indicated and in concentration suitable for normally occupied areas.
- D. Performance Requirements:
 - 1. Performance requirements for HFC 227 per NFPA.
 - 2. Performance requirements for FK5 1 12 per NFPA 2001.
 - 3. Performance requirements for IG 541 per NFPA 2001.
- E. System Operating Sequence:
 - 1. Actuating First Detector: Visual indication on annunciator panel. Energize audible and visual alarms (slow pulse), shut down air-conditioning and ventilating systems serving protected area, close doors in protected area, and send signal to fire-alarm system.
 - 2. Actuating Second Detector: Visual indication on annunciator panel. Energize audible and visual alarms (fast pulse), shut down power to protected equipment, start time delay for extinguishing-agent discharge for 30 seconds, and discharge extinguishing agent
 - 3. Extinguishing-agent discharge will operate audible alarms and strobe lights inside and outside the protected area.
- F. Manual stations shall immediately discharge extinguishing agent when activated.

- G. Operating abort switches will delay extinguishing-agent discharge while being activated, and switches must be reset to prevent agent discharge. Release of hand pressure on the switch will cause agent discharge if the time delay has expired.
- H. EPO: Will terminate power to protected equipment immediately on actuation.
- I. Low-Agent Pressure Switch: Initiate trouble alarm if sensing less than set pressure.

2.2 PIPING MATERIALS

- A. See "Manufacturer's Installation Manual". Article for applications of pipe, tube, fitting, and joining materials.
- B. Piping, Valves, and Discharge Nozzles: Comply with types and standards listed in NFPA 2001, Section "Distribution," for charging pressure of system.

2.3 VALVES

- A. General Valve Requirements:
 - 1. UL listed or FM Approved for use in fire-protection systems.
 - 2. Compatible with type of clean agent used.
- B. Container Valves: With rupture disc or solenoid and manual-release lever, capable of immediate and total agent discharge and suitable for intended flow capacity.
- C. Valves in Sections of Closed Piping and Manifolds: Fabricate to prevent entrapment of liquid, or install valve and separate pressure relief device.
- D. Valves in Manifolds: Check valve; installed to prevent loss of extinguishing agent when container is removed from manifold.

2.4 EXTINGUISHING-AGENT CONTAINERS

- A. Description: Steel tanks complying with ASME Boiler and Pressure Vessel Code: Section VIII, for unfired pressure vessels. Include minimum working-pressure rating that matches system charging pressure, valve, pressure switch, and pressure gage.
 - 1. Finish: Manufacturer's standard color, enamel or epoxy paint.
 - 2. Manifold: Fabricate with valves, pressure switches, and connections for multiple storage containers, as indicated or required.
 - 3. Storage-Tank Brackets: Factory- or field-fabricated retaining brackets consisting of steel straps and channels; suitable for container support, maintenance, and tank refilling or replacement.

2.5 FIRE-EXTINGUISHING CLEAN AGENT

A. HFC 227ea Clean Agent: Heptafluoropropane.

1. Basis-of-Design Product: Subject to compliance with requirements, provide PYRO_CHEM; FM 200 or comparable product by one of the following:
 - a. DuPont.
 - b. Great Lakes Chemical Corporation; a Chemtura company.

2.6 DISCHARGE NOZZLES

- ### A. Equipment manufacturer's standard one-piece brass or aluminum alloy of type, size, discharge pattern, and capacity required for application.

2.7 CONTROL PANELS

- ### A. Description: FM Approved or NRTL listed, including equipment and features required for testing, supervising, and operating fire-extinguishing system.
- ### B. Power Requirements: 120/240-V ac; with electrical contacts for connection to system components and fire-alarm system, and transformer or rectifier as needed to produce power at voltage required for accessories and alarm devices.
- ### C. Enclosure: NEMA ICS 6, Type 1, enameled-steel cabinet.
1. Mounting Surface.
- ### D. Supervised Circuits: Separate circuits for each independent hazard area.
1. Detection circuits equal to the required number of zones, or addressable devices assigned to the required number of zones.
 2. Manual pull-station circuit.
 3. Alarm circuit.
 4. Release circuit.
 5. Abort circuit.
 6. EPO circuit.
- ### E. Control-Panel Features:
1. Electrical contacts for shutting down fans, activating dampers, and operating system electrical devices.
 2. Automatic switchover to standby power at loss of primary power.
 3. Storage container, low-pressure indicator.
 4. Service disconnect to interrupt system operation for maintenance with visual status indication on the annunciator panel.

2.8 DETECTION DEVICES

- A. General Requirements for Detection Devices:
 - 1. Comply with NFPA 2001, NFPA 72, and UL 268.
 - 2. 24-V dc, nominal.
- B. Ionization Detectors: Dual-chamber type, having sampling and referencing chambers, with smoke-sensing element.
- C. Photoelectric Detectors: LED light source and silicon photodiode receiving element.
- D. Signals to the Central Fire Alarm Control Panel: Any type of local system trouble is reported to the central fire alarm control panel as a composite "trouble" signal. Alarms on each system zone are individually reported to the central fire alarm control panel as separately identified zones.

2.9 MANUAL STATIONS

- A. General Description: FM Approved or NRTL listed, with clear plastic hinged cover, 120-V ac or low voltage compatible with controls. Include contacts for connection to control panel.
- B. Manual Release: "MANUAL RELEASE" caption, and red finish. Unit can manually discharge extinguishing agent with operating device that remains engaged until unlocked.
- C. Abort Switch: "ABORT" caption, momentary contact, with green finish.
- D. EPO Switch: "EPO" caption, with yellow finish.

2.10 SWITCHES

- A. Description: FM Approved or NRTL listed, where available, 120-V ac or low voltage compatible with controls. Include contacts for connection to control panel.
 - 1. Low-Agent Pressure Switches: Pneumatic operation.
 - 2. .

2.11 ALARM DEVICES

- A. Description: Listed and labeled by an NRTL or FM Approved, low voltage, and surface mounting. Comply with requirements in Section 283111 "Digital, Addressable Fire-Alarm
- B. Bells: Minimum 6-inch (150-mm) diameter.
- C. Horns: 90 to 94 dBA.
- D. Strobe Lights: Translucent lens, with "FIRE" or similar caption.

PART 3 - EXECUTION

3.1 HFC 227ea agent PIPING APPLICATIONS

- A. Flanged pipe and fittings and flanged joints may be used to connect to specialties and accessories and where required for maintenance.

3.2 CLEAN-AGENT PIPING INSTALLATION

- A. Install clean-agent extinguishing piping and other components level and plumb, according to manufacturers' written instructions.
- B. Install extinguishing-agent containers anchored to substrate.
- C. Connect electrical devices to control panel and to building's fire-alarm system. Electrical power, wiring, and devices are specified in Section 283111 "Digital, Addressable Fire-Alarm System" or Section 283112 "Zoned (DC Loop) Fire-Alarm System."
- D. Identify piping, extinguishing-agent containers, other equipment, and panels according to NFPA 2001.
- E. Install signs at entry doors for protected areas to warn occupants that they are entering a room protected with a clean-agent fire-extinguishing system.
- F. Install signs at entry doors to advise persons outside the room the meaning of the horn(s), bell(s), and strobe light(s) outside the protected space.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. After installing clean-agent extinguishing piping system and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. 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.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- C. Units will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.4 SYSTEM FILLING

A. Preparation:

1. Verify that piping system installation is completed and cleaned.
2. Check for complete enclosure integrity.

B. Filling Procedures:

1. Fill extinguishing-agent containers with extinguishing agent, and pressurize to indicated charging pressure.
2. Install filled extinguishing-agent containers.
3. Energize circuits.
4. Adjust operating controls.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain clean-agent fire-extinguishing systems.

END OF SECTION 212200

SECTION 230500 - MECHANICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. Drawings and general provisions apply to this Section.
- B. Examine all plans and specifications, visit the site(s) of the proposed project, and become fully informed as to the extent and character of the work required.

1.2 REQUIRED STANDARDS

- A. Laws and Regulations of the State of Texas.
- B. County of Hidalgo, City of Edinburg, codes and ordinances.

1.3 COORDINATION

- A. Coordinate work under this Division to avoid conflicts and to attain satisfactory and complementary systems.
- B. Coordinate work under this Division with work under other Divisions to avoid conflicts and to allow for adequate installation, maintenance, and operating space. Obtain the Architect's approval for penetrations of other parts of the Work prior to effecting them.

- C. In resolving pipe, duct and conduit coordination, meet all requirements and be guided by these general orders of precedence:

1. Accommodate gravity flow lines with required slopes before other lines.
2. Accommodate lines with specific slope requirements (i.e., steam and refrigerant gas) before other lines.
3. Accommodate work with a required reference elevation before other work.
4. Accommodate mains before branches.
5. Accommodate pipe and duct before conduit.
6. Accommodate large lines before small lines.
7. Accommodate pipe before duct.
8. Accommodate high-pressure and high-velocity duct before low-pressure and low-velocity duct.

- D. Coordination of the work must occur between all project contractors and the requirements of access and priority shall be maintained regardless of the equipment installed "first." In resolving pipe, duct, and conduit coordination, meet all requirements and be guided by these general orders of precedence.

1.4 DEFINITIONS

Specific meanings used in Division 23 (variant forms are inferred):

- A. Work: This project, or the reference part.
 - B. Provide:
 - 1. Furnish and install, complete with necessary appurtenances.
 - 2. “Provide” is implied throughout this Division unless language is specific.
 - C. Required: Required by the contract Documents.
 - D. Necessary: Necessary in order to obtain a finished system in satisfactory operating condition, and meeting all requirements.
 - E. Furnish: Procure and deliver, ready for installation, necessary and/or required.
 - F. Install: Receive, place securely, ready for connection to work specified elsewhere, and bring into satisfactory operating condition, as necessary and/or required.
 - G. Connect: Connect properly to mechanical work. This includes non-physical “connections” such as indirect waste drains.
 - H. Architect, Project Architect or Architect/Engineer Team.
- 1.5 SCOPE OF WORK
- A. The work under this Division includes providing complete mechanical systems for the project.
 - B. All items of labor, material or equipment not required in detail by the specifications or plans, but incidental to, or necessary for the complete installation and proper operation of all phases of work described herein, or reasonably implied in connection therewith, shall be furnished as if called for in detail by the Contract Documents.
- 1.6 WORKMANSHIP
- A. All labor shall be performed in a workmanlike manner by mechanics skilled in their particular trades. All installations shall be complete in both effectiveness and appearance whether finally enclosed or left exposed. The architect reserves the right to direct the removal or replacement of any item which in his opinion shall not present a reasonable neat or workmanlike appearance, providing that same can be properly installed in an orderly way.
- 1.7 MANUFACTURER’S INSTRUCTIONS
- A. Obtain written recommendations and installation and start-up instructions from material vendors and comply, unless otherwise required. Bring discrepancies between these instructions and project requirements to the attention of the Architect, and resolve prior to construction. Provide signed inspection report by manufacture’s representative at system start-up to verify construction and warrantability.
- 1.8 OWNER’S INSTRUCTIONS

- A. Provide training to the Owner in the operation of all systems and equipment. **All such training shall be videotaped, and the Owner shall be provided two copies of this material in a DVD format at Owner's direction.**

1.9 PERMITS AND FEES

- A. Permits: Obtain special permits necessary for this portion of the Work.
- B. Fees: Pay any fees associated with permits, required inspections, and permanent utility connections to this part of the work.

1.10 LICENSES

- A. Work under this Division shall be performed by organizations and individuals holding a current license to perform such type of work by the authority having jurisdiction. "License" in this sense means any process, regardless of its appellation, which is normally mandated by the authority in order to perform such type of work within its jurisdiction.
- B. In the event that the licensed organization loses its license or is unable to obtain one, or the licensed individual performing the work becomes unlicensed or departs the organization, notify Architect immediately in writing.

1.11 UTILITY COORDINATION

- A. Permanent: In general, provide all ancillary work necessary to obtain utility connections. Pay connection fees. Arrange for connection in a timely manner. Coordinate time and arrangement of other work with the serving utility, and comply with utility standards.
- B. Temporary: Refer to Division 1.

1.12 LISTING AND LABELING

Materials required to be listed shall be listed and labeled for the particular service if a listing is available. Obtain and comply with the terms of listings. Listed material include.

- A. NSF: Potable water and sanitary waste systems components.
- B. UL: Electrical materials.
- C. AMCA: Air moving devices and related accessory items.
- D. ARI: HVAC equipment.
- E. FM or UL: Hazardous fluid and fire protection system components.
- F. FIA, FM or AGA: Fuel gas system components.

1.13 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new. Products shall be currently manufactured.

- B. All materials and equipment shall be clearly marked, stamped or labeled for identification. Do not obscure nameplates. Where manufactures nameplates do not meet the requirements of the mechanical identification specification provide nameplates in accordance with the specification.
- C. All products of similar type shall be provided by a single manufacturer throughout the project.

1.14 SUBMITTALS AND REVIEW

- A. Contractor shall furnish to the Architect, within a reasonable time after award of contract, and prior to commencing any work, complete brochures in quadruplicate (plus quantity required by the Contractor) of all materials and equipment which the contractor proposes to furnish on the project. Data shall include descriptive literature, performance data, diagrams, capacity information, etc., to substantiate that proposed equipment will meet all of the requirements of the plans and specifications.
- B. All data must be checked and any required changes noted thereon by the contractor, signed and dated prior to furnishing same to the Architect for approval. Contractor's attention is directed that it is mandatory that he thoroughly review data prior to furnishing same to assure that equipment is in accordance with plans and specifications and to assure prompt return of the data.
- C. Deviations: Specifically call to the attention of the Architect every proposed deviation from the Contract Document requirements. Failure to identify deviations as such constitutes a representation that all requirements are not met.
- D. Review: Review of submittals shall not be construed as releasing the Contractor from responsibility, but rather as a means to facilitate coordination of the work and the proper selection and installation of the products. All work shall be subject to final acceptance by the Architect at the completion of the project.
- E. If above information is not provided complete as specified above and within the allocated time, all equipment shall be furnished exactly as specified without any substitutions.

1.15 SUBSTITUTIONS

- A. Refer to the Conditions of the Contract.
- B. Where one vendor is indicated for a product, it is to establish a level of quality and performance; provide a product equal to that product in all respects from a vendor of equivalent performance.
- C. Where multiple vendors are indicated for a product, any of those vendors meeting the requirements may be submitted.

- D. Some product specifications in this Division are of the Acceptable Manufacturer type. Vendors listed as Acceptable Manufacturers are acceptable as vendors. However, the product submitted is subject to review as being fully equivalent in detail to the basis of design.
- E. Where multiple vendors are listed with product model numbers, each model and vendor is acceptable, provide all requirements are met. Model numbers are indicated to the extent believe necessary to identify a type and are not necessary completely.
- F. The architectural/engineering team has designed the facility using requirements of the Basis of Design equipment. Any substitutions from the basis of design, which will require additional A/E design and/or coordination, shall include the cost of necessary redesign by professionals licensed in the respective disciplines and the approval of the professional of record.

1.16 DRAWINGS AND SPECIFICATIONS

- A. These specifications are accompanied by Drawings. The Drawings and Specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both.
- B. The Drawings are generally diagrammatic. Lay out work at the site to conform to existing conditions; architectural, structural, mechanical, and electrical conditions; to avoid all obstructions; and to conform to details of installation as required. Provide an integrated satisfactorily operating installation. All necessary offsets in piping, fittings, duct, etc., required to avoid interferences between piping, equipment, architectural, and structural elements shall be provided by the Contractor. Provide all necessary routing and offsets to avoid conflict.
- C. Verify and arrange that sufficient space is provided for the installation of proposed products and that adequate access will exist for service and maintenance of equipment. For this work, adequate access shall be defined as meaning that service personnel can access and maintain a piece of equipment without having to alter permanent construction. Further, for equipment located above ceilings, access shall be available within 3 feet of ceiling opening or lay-in ceiling.

1.17 COMPLEMENTARY DOCUMENTS

- A. Contract documents are complementary; requirements are not necessarily repetitively stated at each possible subject; consider that a requirement applies wherever applicable.
- B. In the event of conflicting requirements in different parts of the Documents, the more expensive shall be presumed to apply, unless the Architect clarifies the requirement in a less expensive manner and waives the more expensive requirement in writing.

Since codes and standards are incorporated by reference, a particular conflict may appear in that a reference may use language that implies that a particular requirement in the Construction Documents is waived under the reference. This is not the case, unless specifically so clarified by the Architect. Generally, the specific Drawings and Specifications take precedence over waivers in multi-purpose reference documents.

- C. Because of licensure and workmanship requirements, persons performing the work are presumed to be familiar with applicable codes, ordinances, laws, regulations and standards. Therefore, details of materials, methods, arrangements and size contained in such publications are not necessarily replicated in the Contract Documents. This in no way deletes the requirement of the Contractor to comply. In the event of an apparent conflict between such publications and the Contract Documents, request clarification from the Architect prior to construction.

1.18 REGULATORY MEETINGS

- A. Comply with laws, rules and regulations, permit requirements, and ordinances. It is intended that the work of the Division be estimated and performed under the supervision of licensed master craftsman who are familiar with these requirements, whether illustrated or specifically detailed in the particular Contract Documents of this project or not. Therefore, regulatory requirements may not be so illustrated or detailed.

1.19 PROTECTION

- A. All work, equipment and materials shall be protected at all times to prevent damage or breakage either in transit, storage, installation or testing. All openings shall be closed with caps or plugs during installation. All materials and equipment shall be covered and protected against dirt, water, chemicals or mechanical injury.

1.20 CUTTING AND PATCHING

- A. The work shall be carefully laid out in advance and the exact size and locations of openings arranged.

1.21 VIBRATION AND NOISE

- A. Objectionable vibration and/or noise will not be tolerated.

1.22 DEMOLITION

- A. Coordinate with other divisions before commencing work.

1.23 RECORD DOCUMENTS

- A. Drawings: The Contractor shall maintain and update daily a set of “blue-line” prints in the Field Office for the sole purpose of recording “installed” conditions. Revise the drawings to reflect

as-built conditions, including all addenda, change orders, final shop drawing reviews, and field routing. Underground utilities shall be dimensionally located relative to readily accessible and identifiable permanent reference points, with accurate slope and elevation indicated. Submit prints for review. Revise, certify accuracy, and provide two final sets to the Architect.

- B. Owner's Manual: Prior to final acceptance, provide two bound volumes to the Architect. Index by subject. Include corrected submittals and shop drawings that reflect final review comments; installation, operation and maintenance instructions, parts lists, wiring diagrams, and piping diagrams; warranties.

1.24 INSPECTION, OBSERVATION, AND TESTING

- A. Cooperate with Architect's representative and authorities having jurisdiction. Provide complete access to the work at reasonable times.
- B. Cover-up: Prior to covering up work, or conducting observed tests, request observation as appropriate. Provide adequate advance notice defined as a minimum of five working days. In some cases the Architect's representative may waive observation; otherwise arrange for observed construction and testing prior to cover-up. Should the minimum required notice not be provided and the contractor covers up work requiring observation, such work shall be uncovered at contractor's expense.
- C. Pre-Testing: Self-inspect, pre-test, and remedy work prior to performing observed test.
- D. Sectional Work: In circumstances where a requirement for phased construction or other considerations dictate sectional construction and/or testing, notify the Architect when construction begins on the first section of a system, and when the first section will be ready for observed testing, as well as subsequent sections. Test in the largest practical sections.

1.25 WORK PERFORMED UNDER OTHER DIVISIONS

- A. Refer to Division 2 for piped utilities beyond 5 feet from the building.
- B. Refer to Division 26 for power wiring systems external to equipment and control panels; starters in motor centers; safety switches not integral to equipment or starters provided under Division 23.
- C. Refer to Division 14 for kitchen, laboratory, medical and like equipment.

1.26 REFERENCE TO OTHER DIVISIONS

- A. Refer to Division 26 for additional material requirements of electrical components provided under Division 23, such as loose starters, wiring and devices integral to equipment.
- B. Refer to Division 2 for additional requirements governing excavation and backfill, supplemental to the requirements stated in this Division 23.

C. Comply with all requirements applicable to work required under this Division.

1.27 TESTING SERVICES

- A. Additional Testing: In addition to any specified testing, the Architect may cause additional testing to be performed by an independent testing laboratory or any other qualified party. If such testing reveals deficient work by the Contractor, the Contractor shall pay for both the testing and remedial work. If such testing does not reveal deficient work by the Contractor, the Owner shall pay for the testing and the cost of repairing any damage caused by such testing.
- B. Specified Testing Services: If independent testing services are specified regarding work under this Division, cooperate fully with the testing agency. Provide access to the work. Provide test holes and taps necessary. Remove work that is not tested on site, deliver to testing agency, and reinstall if undamaged; replace if damaged. Provide utilities, operational capability, and facilities for on-site testing as necessary.

1.27 WORK BY OWNER

- A. The owner will award contracts on work which includes:
1. None.

1.28 OWNER FURNISHED PRODUCTS

- A. Products furnished to the site and paid for by the Owner.
1. None.

END OF SECTION 230500

SECTION 230510 - 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:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Mechanical sleeve seals.
 - 5. Sleeves.
 - 6. Escutcheons.
 - 7. Grout.
 - 8. Mechanical demolition.
 - 9. Equipment installation requirements common to equipment sections.
 - 10. Painting and finishing.
 - 11. Concrete bases.
 - 12. Supports and anchorages.

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, crawlspaces, 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. PE: Polyethylene plastic.
2. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified, at no cost to the Owner. If minimum energy ratings or efficiencies are specified, equipment shall comply with 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 to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."

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. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
 - 2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 23 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, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- 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 for Joining Plastic Piping:
 - 1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 2. PVC to ABS Piping Transition: ASTM D 3138.
- I. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
 - 1. Available Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Dresser Industries, Inc.; DMD Div.
 - c. JCM Industries.
 - d. Smith-Blair, Inc.
 - 2. Underground Piping NPS 1-1/2 and Smaller: Manufactured fitting or coupling.
 - 3. Underground Piping NPS 2 and Larger: AWWA C219, metal sleeve-type coupling.
 - 4. Aboveground Pressure Piping: Pipe fitting.
- B. Plastic-to-Metal Transition Fittings: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Available Manufacturers:
 - a. Eslon Thermoplastics.
- C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Available Manufacturers:
 - a. Thompson Plastics, Inc.

D. Plastic-to-Metal Transition Unions: MSS SP-107, PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.

1. Available Manufacturers:

a. NIBCO INC.

2.5 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

1. Available Manufacturers:

a. Capitol Manufacturing Co.

b. Central Plastics Company.

c. Eclipse, Inc.

d. Watts Industries, Inc.; Water Products Div.

e. Zurn Industries, Inc.; Wilkins Div.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.

1. Available Manufacturers:

a. Capitol Manufacturing Co.

b. Central Plastics Company.

c. Epco Sales, Inc.

d. Watts Industries, Inc.; Water Products Div.

E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

1. Available Manufacturers:

a. Advance Products & Systems, Inc.

b. Calpico, Inc.

c. Central Plastics Company.

d. Pipeline Seal and Insulator, Inc.

2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.

- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psi minimum working pressure at 225 deg F.
 - 1. Available Manufacturers:
 - a. Calpico, Inc.
 - b. Lochinvar Corp.

- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psi minimum working pressure at 225 deg F.
 - 1. Available Manufacturers:
 - a. Perfection Corp.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Co., Inc.
 - d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
 - 1. Available Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
 1. Finish: Polished chrome-plated.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 1. Finish: Polished chrome-plated.
- E. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 MECHANICAL DEMOLITION

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.
- B. 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 in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.

- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - e. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - f. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed hinge and set screw.
 - g. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw.
 - h. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
- M. Sleeves are not required for core-drilled holes.
- N. Permanent sleeves are not required for holes formed by removable PE sleeves.
- 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. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
 - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to

extend sleeve to 2 inches above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.

- 1) Seal space outside of sleeve fittings with grout.
4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.
- Q. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.
- R. Verify final equipment locations for roughing-in.
- S. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. 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:
 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 2. 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.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - 3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 4. PVC Nonpressure Piping: Join according to ASTM D 2855.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.
- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 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.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Alteration of permanent construction is not acceptable. For equipment above hard ceilings, provide access panels. For all equipment above ceilings, access shall be available

within three feet of ceiling opening or lay-in tile. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

- D. Install equipment to allow right of way for piping installed at required slope.

3.6 PAINTING

- A. Painting of mechanical systems, equipment, and components is specified in Division 9 Section "Painting."
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
 - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 - 7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."
 - 8. Provide 6" high bases for air handling units and 4" bases for other equipment.

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.9 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor mechanical materials and equipment.

- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.10 GROUTING

- A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 230510

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Thermal-hanger shield inserts.
4. Fastener systems.
5. Equipment supports.

B. Related Sections:

1. Division 05 Section "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.
2. Division 23 Section(s) "Metal Ducts" for duct hangers and supports.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following; include Product Data for components:
 - 1. Trapeze pipe hangers.
 - 2. Metal framing systems.
 - 3. Fiberglass strut systems.
 - 4. Pipe stands.
 - 5. Equipment supports.
- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of trapeze hangers.
 - 2. Design Calculations: Calculate requirements for designing trapeze hangers.
- D. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Carbon-Steel Pipe Hangers and Supports:
 - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
 - 2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
 - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
 - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
 - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

2.2 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Carpenter & Paterson, Inc.
 - 2. Clement Support Services.
 - 3. ERICO International Corporation.
 - 4. National Pipe Hanger Corporation.
 - 5. PHS Industries, Inc.
 - 6. Pipe Shields, Inc.; a subsidiary of Piping Technology & Products, Inc.
 - 7. Piping Technology & Products, Inc.
 - 8. Rilco Manufacturing Co., Inc.
 - 9. Value Engineered Products, Inc.
- B. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig minimum compressive strength and vapor barrier.
- C. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass with 100-psig minimum compressive strength.
- D. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- E. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- F. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless-steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

2.6 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- D. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- F. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- G. Install hangers and supports to allow controlled thermal 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.

- H. Install lateral bracing with pipe hangers and supports to prevent swaying.
- I. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger 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.
- J. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- K. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- L. Insulated Piping:
 - 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 allowed by ASME B31.9 for building services piping.
 - 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 - 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 - 4. 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.
 - 5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.

- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use coated carbon-steel pipe hangers and supports, metal trapeze pipe hangers, and metal framing systems and attachments for general service applications.
- F. Use padded hangers for piping that is subject to scratching.
- G. Use thermal-hanger shield inserts for insulated piping and tubing.
- H. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system 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. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 3. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes NPS 1/2 to NPS 24 if little or no insulation is required.
 - 4. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
 - 5. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.
 - 6. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
 - 7. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
 - 8. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
 - 9. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
 - 10. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes NPS 2-1/2 to NPS 36 if vertical adjustment is required, with steel-pipe base stanchion support and cast-iron floor flange.
 - 11. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
 - 12. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes NPS 2-1/2 to NPS 24, from single rod if horizontal movement caused by expansion and contraction might occur.
 - 13. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes NPS 2 to NPS 30 if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.
- I. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.
- J. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
 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.
- K. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction, to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
 8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
 9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
 11. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
 12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
 15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.
- L. Saddles and Shields: Unless otherwise indicated and except as specified in piping system 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 in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- M. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system 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.
 3. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.
 4. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
 5. Variable-Spring Hangers (MSS Type 51): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from hanger.
 6. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from base support.
 7. Variable-Spring Trapeze Hangers (MSS Type 53): Preset to indicated load and limit variability factor to 25 percent to allow expansion and contraction of piping system from trapeze support.
 8. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:
 - a. Horizontal (MSS Type 54): Mounted horizontally.
 - b. Vertical (MSS Type 55): Mounted vertically.
 - c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.
- N. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- O. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
- P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 230529

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Duct labels.
 - 5. Stencils.
 - 6. Valve tags.
 - 7. Warning tags.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- C. Valve numbering scheme.
- D. Valve Schedules: For each piping system to include in maintenance manuals.

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 locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: Brass, 0.032-inch Stainless steel, 0.025-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
3. Minimum Letter Size: 1/2 inch for name of units for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel rivets or self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black.
3. Background Color: White.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/2 inch name of units for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

C. Label Content: Include equipment's Drawing designation or unique equipment number.

2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
- B. Letter Color: White.
- C. Background Color: Red.
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

- F. Minimum Letter Size: 1/2 inch for name of units for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

2.4 DUCT LABELS

- A. General Requirements for Manufactured Duct Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Duct Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings, duct size, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions, or as separate unit on each duct label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

2.5 STENCILS

- A. Stencils: Prepared with letter sizes according to ASME A13.1 for piping; minimum letter height of 1-1/2 inches for ducts; and minimum letter height of 3/4 inch for access panel and door labels, equipment labels, and similar operational instructions.

1. Stencil Material: Fiberboard or metal.
2. Stencil Paint: Exterior, gloss, alkyd enamel black unless otherwise indicated. Paint may be in pressurized spray-can form.
3. Identification Paint: Exterior, alkyd enamel in colors according to ASME A13.1 unless otherwise indicated.

2.6 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
 1. Tag Material: Brass, 0.032-inch, Stainless steel, 0.025-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
 2. Fasteners: Brass wire-link or beaded chain; or S-hook.
- B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
 1. Valve-tag schedule shall be included in operation and maintenance data.

2.7 WARNING TAGS

- A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.
 1. Size: Approximately 4 by 7 inches.
 2. Fasteners: Brass grommet and wire.
 3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
 4. Color: Yellow background with black lettering.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.

- B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping is specified in Section 099123 "Interior Painting"
- B. Stenciled Pipe Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels with painted, color-coded bands or rectangles on each piping system.
 - 1. Identification Paint: Use for contrasting background.
 - 2. Stencil Paint: Use for pipe marking.
- C. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed 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 inaccessible 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 along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- D. Pipe Label Color Schedule:
 - 1. Refrigerant Piping:
 - a. Background Color: Green.
 - b. Letter Color: White.

3.4 DUCT LABEL INSTALLATION

- A. Install self-adhesive duct labels with permanent adhesive on air ducts in the following color codes:
 - 1. Blue: For cold-air supply ducts.
 - 2. Yellow: For hot-air supply ducts.
 - 3. Green: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
 - 4. ASME A13.1 Colors and Designs: For hazardous material exhaust.
- B. Stenciled Duct Label Option: Stenciled labels, showing service and flow direction, may be provided instead of plastic-laminated duct labels, at Installer's option, if lettering larger than 1 inch high is needed for proper identification because of distance from normal location of required identification.

- C. Locate labels near points where ducts enter into concealed spaces and at maximum intervals of 50 feet 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; 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 subparagraphs:
 - 1. Valve-Tag Size and Shape:
 - a. Refrigerant: 1-1/2 inches round.
 - 2. Valve-Tag Color:
 - a. Refrigerant: Natural.
 - 3. Letter Color:
 - a. Refrigerant: Black.

3.6 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 230553

SECTION 230592 - SYSTEM PREPARATION FOR TESTING, ADJUSTING AND BALANCING

PART 1 - GENERAL

A. Related Documents

1. 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. Perform all work required to prepare the building HVAC systems for testing, adjusting and balancing indicated by the Contract Documents as follows:

1. Responsibilities of project contractor.
2. Preparation for balancing of air systems.

- B. The scope of the TAB work as defined in Section 230593 is indicated in order that the Contractor will be advised of the coordination, adjustment, and system modification which will be required under the project work in order to complete the requirements for final TAB. The TAB firm will not have a contractual relationship with the Mechanical Contractor referred to herein, but will be responsible to the General Contractor for the satisfactory execution of the TAB work. The General Contractor in his original bid shall include the costs required to cover all work which may be required in the TAB phases as defined herein and as may be necessary for the completion of the TAB work as defined by the TAB firm.

1.3 RELATED SECTIONS

- A. Section 230500 Mechanical General Requirements
- B. Section 230510 Basic Materials and Methods
- C. Section 230529 Hangers and Supports for HVAC Piping and Equipment
- D. Section 230553 Identification for HVAC Piping
- E. Section 230593 Testing, Adjusting, and Balancing for HVAC
- F. Section 230713 Duct Insulation
- G. Section 230719 HVAC Piping Insulation
- H. Section 232300 Refrigerant Piping
- I. Section 233113 Metal Ducts
- J. Section 233300 Air Duct Accessories
- K. Section 233423 HVAC Power Ventilators
- L. Section 233713 Diffusers, Registers, and Grilles
- M. Section 238126 Split System Air Conditioners

1.4 SCOPE OF WORK

- A. Testing, adjusting, and balancing (TAB) of the air conditioning systems and related ancillary equipment will be performed by an impartial technically qualified TAB firm employed directly by the General Contractor. However, the preparation for and corrections necessary for the Testing, Adjusting and Balancing of these systems, as described herein, are the responsibility of the Contractor.
- B. As a part of this project Construction Contract, the Contractor shall make any changes or replacements to the sheaves, belts, dampers, valves, etc. required for correct balance as advised by the TAB firm, at no additional cost to the Owner.
- C. The Contractor shall provide and coordinate the services of qualified, responsible Subcontractors, suppliers and personnel as required to correct, repair, and/or replace any and all deficient items or conditions found during the course of this project, including the testing, adjusting and balancing period.
- D. In order that all systems may be properly tested, balanced, and adjusted as required herein by these Specifications, the Contractor shall operate said systems at his expense for the length of time necessary to properly verify their completion and readiness for TAB. This length of time shall be subject to the approval of the Architect/Engineer.
- E. Project Contract completion schedules shall allow for sufficient time to permit the completion of TAB services prior to Owner occupancy. The contractor shall allow adequate time for the testing and balancing activities of the owner provided services, during the construction period, and prior to Substantial Completion as defined in the Uniform General Conditions of this Construction Document.
- F. The Drawings and Specifications indicate valves, dampers and miscellaneous adjustment devices for the purpose of adjustment to obtain optimum operating conditions, and it will be the responsibility of the Contractor to install these devices in a manner that will leave them accessible and readily adjustable. Should any such device not be readily accessible, the Contractor shall provide access as requested by the TAB firm. Also, any malfunction encountered by TAB personnel and reported to the Contractor or the Architect/Engineer shall be corrected by the Contractor immediately so that the balancing work can proceed with the minimum of delays.

1.5 RESPONSIBILITIES OF THE PROJECT CONTRACTOR:

- A. The Contractor shall:
 - 1. Have the building and air conditioning systems in complete operational readiness for TAB work to begin.
 - 2. The contractor shall allow sufficient time for the TAB firm to perform his contracted work within the construction schedule. The contractor shall complete his work by systems or floors whichever is the most efficient for scheduling. After awarding of the contract and the contractor has developed a construction schedule, a TAB coordination meeting shall be held with the TAB agency, the general contractor and his primary subcontractors (i.e. mechanical, electrical, building automation etc.) to develop a

testing schedule for the project. The contractor shall submit copies of the proposed schedule two (2) weeks prior to this meeting to the Architect and TAB Agency.

The following are minimum time requirements:

TAB Agency will provide Engineer with tentative schedules for each area, floor and/or system to be included in this section.

Note: The air systems are pressure independent and can be balanced by floors, risers, systems, etc., but once the total system is complete the total flows and system tracking will require finalization.

3. Promptly correct deficiencies of materials and workmanship identified as delaying completion of TAB work.
 4. Be responsible for any added costs to the Owner resulting from his failure to have the building and air conditioning systems ready for TAB when scheduled, or from his failure to correct deficiencies promptly.
- B. Complete operational readiness of the building requires that construction status of the building shall permit the closing of doors, windows, ceilings installed, etc., to obtain simulated or projected operating conditions.
- C. Complete operational readiness of the air conditioning systems also requires that the following be accomplished:
1. Air Distribution Systems:
 - a. Verify installation for conformity to design. All supply, return and exhaust ducts terminated and pressure tested for leakage as required by the Specification.
 - b. All volume, smoke and fire/smoke dampers are properly located and functional. Dampers serving requirements of minimum and maximum outside, return and relief air shall provide tight closure and full opening, smooth and free operation.
 - c. All supply, return, exhaust and transfer grilles, registers, diffusers and terminal devices installed.
 - d. Air handling systems, units and associated apparatus, such as heating and cooling coils, filter sections, access doors, etc., shall be blanked and/or sealed to eliminate excessive bypass or leakage of air.
 - e. All fans (supply, return and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements in motor starters to be of proper size and rating; record motor amperage and voltage on each phase at start-up and running, and verify they do not exceed nameplate ratings.

g. Contractor shall furnish and install any sheave changes as determined to be required by the TAB firm.

2. Automatic Controls:

a. Verify that all controlling instruments are calibrated and set for design operating conditions with the exception of room thermostats or sensors, which shall be calibrated at the completion of TAB services with cooperation between the TAB firm and Control Contractor.

D. Notification of System Readiness:

1. After completion of the work in Paragraph 1.5 A through C above, the Contractor shall notify the Architect in writing, certifying that the work has been accomplished and that the building and the air conditioning systems are in operational readiness for testing, adjusting, and balancing. He shall include a copy of the tabulated data of Paragraph 1.5C.4 above.

2. The Architect will, in turn, notify the TAB firm of the readiness for balancing and forward copies of the Contractor's certification and the tabulated voltages and currents.

3. Should the TAB firm be notified as described above, and the TAB work commenced and the systems are found NOT to be in readiness or a dispute occurs as to the readiness of the systems, the Contractor shall request an inspection be made by duly appointed representative of the Owner, Architect, TAB firm and the Contractor. This inspection will establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for TAB services. Should the inspection reveal the TAB services notification to have been premature, all cost of the inspection and wasted work accomplished by the TAB firm shall be reimbursed to the appropriated parties by the Project Contractor.

1.6 RESPONSIBILITIES OF THE TAB FIRM

A. Refer to Section 230593 entitled "System Testing, Adjusting and Balancing".

PART 2 – PRODUCT

A. Not Used.

PART 3 – EXECUTION

A. Not Used.

END OF SECTION 230592

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 45 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 60 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. Certified TAB reports.
- E. Sample report forms.

F. Instrument calibration reports, to include the following:

1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.5 QUALITY ASSURANCE

A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC or NEBB.

1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC or NEBB.
2. TAB Technician: Employee of the TAB contractor and who is certified by AABC or NEBB as a TAB technician.

B. TAB Conference: Meet with General Contractor and HVAC Engineer (and, if applicable Commissioning Authority) on approval of the TAB strategies and procedures plan to develop a mutual understanding of the details. Require the participation of the TAB field supervisor and technicians. Provide seven days' advance notice of scheduled meeting time and location.

1. Agenda Items:
 - a. The Contract Documents examination report.
 - b. The TAB plan.
 - c. Coordination and cooperation of trades and subcontractors.
 - d. Coordination of documentation and communication flow.

C. Certify TAB field data reports and perform the following:

1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.

D. TAB Report Forms: Use standard TAB contractor's forms approved by Engineer.

E. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

F. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."

G. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.6 PROJECT CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.
- B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.7 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine 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 ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Section 233113 "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
 - 1. 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.

2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
 - H. Examine test reports specified in individual system and equipment Sections.
 - I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
 - J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
 - K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.
 - L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
 - M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
 - N. Examine system pumps to ensure absence of entrained air in the suction piping.
 - O. Examine operating safety interlocks and controls on HVAC equipment.
 - P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 1. Permanent electrical-power wiring is complete.
 2. Hydronic systems are filled, clean, and free of air.
 3. Automatic temperature-control systems are operational.
 4. Equipment and duct access doors are securely closed.
 5. Balance, smoke, and fire dampers are open.
 6. Isolating and balancing valves are open and control valves are operational.
 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
 - 2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
 - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- 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. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. Check airflow patterns from the outdoor-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.

- K. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:
 - a. Measure outlet static pressure as far downstream from the fan as practical 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 the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 - 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.
 - 4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
 - 5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 - 6. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 - 7. 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 that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
 - 1. Measure airflow of submain and branch ducts.

- a. Where sufficient space in submain 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. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
- 3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure air outlets and inlets without making adjustments.
 - 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
 - 1. Adjust each outlet in same room or space to within specified tolerances of indicated 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 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.7 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

- A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
 - 1. Measure and record the operating speed, airflow, and static pressure of each fan.
 - 2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
 - 3. Check the refrigerant charge.
 - 4. Check the condition of filters.
 - 5. Check the condition of coils.
 - 6. Check the operation of the drain pan and condensate-drain trap.
 - 7. Check bearings and other lubricated parts for proper lubrication.
 - 8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.
- B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

1. New filters are installed.
 2. Coils are clean and fins combed.
 3. Drain pans are clean.
 4. Fans are clean.
 5. Bearings and other parts are properly lubricated.
 6. Deficiencies noted in the preconstruction report are corrected.
- C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
 2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
 3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
 4. Balance each air outlet.

3.8 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 2. Air Outlets and Inlets: Plus or minus 10 percent.

3.9 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.
- B. Status Reports: Prepare weekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.10 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.

2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Final Report Contents: In addition to 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; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
 2. Name and address of the TAB contractor.
 3. Project name.
 4. Project location.
 5. Engineer's name and address.
 6. Contractor's name and address.
 7. Report date.
 8. Signature of TAB supervisor who certifies the report.
 9. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 10. Summary of contents including the following:
 - a. Indicated 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's name, type, size, and fittings.
 13. Notes to explain why certain final data in the body of reports vary from indicated values.
 14. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, 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.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
 2. Duct, outlet, and inlet sizes.
 3. Pipe and valve sizes and locations.
 4. Terminal units.
 5. Balancing stations.
 6. Position of balancing devices.

E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:

- 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, and bore.
- i. Center-to-center dimensions of sheave, and amount of adjustments in inches.
- j. Number, make, and size of belts.
- k. Number, type, and size of filters.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches, and bore.
- f. Center-to-center dimensions of sheave, and amount of adjustments in inches.

3. Test Data (Indicated and Actual Values):

- a. Total air flow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan rpm.
- d. Discharge static pressure in inches wg.
- e. Cooling-coil static-pressure differential in inches wg.
- f. Heating-coil static-pressure differential in inches wg.
- g. Outdoor airflow in cfm.
- h. Return airflow in cfm.
- i. Outdoor-air damper position.
- j. Return-air damper position.
- k. Vortex damper position.

F. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data:

- a. System identification.
- b. Location.
- c. Coil identification.
- d. Capacity in Btu/h.
- e. Number of stages.
- f. Connected volts, phase, and hertz.

- g. Rated amperage.
- h. Air flow rate in cfm.
- i. Face area in sq. ft.
- j. Minimum face velocity in fpm.

2. Test Data (Indicated and Actual Values):

- a. Heat output in Btu/h.
- b. Air flow rate in cfm.
- c. Air velocity in fpm.
- d. Entering-air temperature in deg F.
- e. Leaving-air temperature in deg F.
- f. Voltage at each connection.
- g. Amperage for each phase.

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and size.
- e. Manufacturer's serial number.
- f. Arrangement and class.
- g. Sheave make, size in inches, and bore.
- h. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches, and bore.
- f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
- g. Number, make, and size of belts.

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm.
- b. Total system static pressure in inches wg.
- c. Fan rpm.
- d. Discharge static pressure in inches wg.
- e. Suction static pressure in inches wg.

H. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:

- a. System and air-handling-unit number.
- b. Location and zone.
- c. Traverse air temperature in deg F.
- d. Duct static pressure in inches wg.
- e. Duct size in inches.
- f. Duct area in sq. ft.
- g. Indicated air flow rate in cfm.
- h. Indicated velocity in fpm.
- i. Actual air flow rate in cfm.
- j. Actual average velocity in fpm.
- k. Barometric pressure in psig.

I. Air-Terminal-Device Reports:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Apparatus used for test.
- d. Area served.
- e. Make.
- f. Number from system diagram.
- g. Type and model number.
- h. Size.
- i. Effective area in sq. ft.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm.
- b. Air velocity in fpm.
- c. Preliminary air flow rate as needed in cfm.
- d. Preliminary velocity as needed in fpm.
- e. Final air flow rate in cfm.
- f. Final velocity in fpm.
- g. Space temperature in deg F.

J. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.11 INSPECTIONS

A. Initial Inspection:

Testing, Adjusting, And Balancing For Hvac
 Hidalgo County Sheriff's Office
 Facility Modifications to Incorporate Motorola and 911 Equipment
 AVO 29607

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
2. Check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
 - c. Verify that balancing devices are marked with final balance position.
 - d. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made Engineers.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Project HVAC Engineer.
3. HVAC engineer randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

3.12 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

- C. T & B contractor shall include 16 hours of time dedicated to verification of final Test and Balance Report. This shall be done on-site, with instruments, and in the presence of the Commissioning Agent (Cx). Cx shall require random system testing. If more than 10% of tests are beyond reported value tolerances. The entire report is subject to re-test in its entirety.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, concealed supply and outdoor air.
- B. Related Sections:
 - 1. Division 23 Section "HVAC Piping Insulation."
 - 2. Division 23 Section "Metal Ducts" for duct liners.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
 - 3. Detail application of field-applied jackets.
 - 4. Detail application at linkages of control devices.
- C. Qualification Data: For qualified Installer.
- D. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- E. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

- C. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
 - a. K-Flex USA; Insul-Sheet, K-Flex Gray Duct Liner, and K-FLEX LS.

2.2 FIRE-RATED INSULATION SYSTEMS

- A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 2-hour fire rating by an NRTL acceptable to authorities having jurisdiction.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; FlameChek.
 - b. Johns Manville; Firetemp Wrap.
 - c. Nelson Fire Stop Products; Nelson FSB Flameshield Blanket.
 - d. Thermal Ceramics; FireMaster Duct Wrap.
 - e. 3M; Fire Barrier Wrap Products.
 - f. Unifrax Corporation; FyreWrap.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-127.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc.; 85-60/85-70.
 - d. Mon-Eco Industries, Inc.; 22-25.
 - 2. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
 - 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
 - 1. Products: Subject to compliance with requirements, provide one of the following:

- a. Childers Brand, Specialty Construction Brands, Inc; CP-30.
 - b. Eagle Bridges - Marathon Industries; 501.
 - c. Foster Brand, Specialty Construction Brands, Inc.; 30-35.
 - d. Mon-Eco Industries, Inc.; 55-10.
2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
 3. Service Temperature Range: 0 to 180 deg F.
 4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
 5. Color: White.

2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-50 AHV2.
 - b. Foster Brand, Specialty Construction Brands, Inc.; 30-36.
 - c. Vimasco Corporation; 713 and 714.
 3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
 4. Service Temperature Range: 0 to plus 180 deg F.
 5. Color: White.

2.6 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-76.
 - b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc.; 95-44.
 - d. Mon-Eco Industries, Inc.; 44-05.
 2. Materials shall be compatible with insulation materials, jackets, and substrates.
 3. Fire- and water-resistant, flexible, elastomeric sealant.
 4. Service Temperature Range: Minus 40 to plus 250 deg F.
 5. Color: Aluminum.
 6. For indoor applications, use sealants that have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.7 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric: Approximately 6 oz./sq. yd. with a thread count of 5 strands by 5 strands/sq. in. for covering ducts.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; Chil-Glas No. 5.
- B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for ducts.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Foster Brand, Specialty Construction Brands, Inc.; Mast-A-Fab.
 - b. Vimasco Corporation; Elastafab 894.

2.9 FIELD-APPLIED CLOTHS

- A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Alpha Associates, Inc.; Alpha-Maritex 84215 and 84217/9485RW, Luben 59.

2.10 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI, Ideal Tape Division; 491 AWF FSK.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - c. Compac Corporation; 110 and 111.
 - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
 - 2. Width: 3 inches.
 - 3. Thickness: 6.5 mils.

4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI, Ideal Tape Division; 488 AWF.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
 - c. Compac Corporation; 120.
 - d. Venture Tape; 3520 CW.
2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.11 SECUREMENTS

A. Bands:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ITW Insulation Systems; Gerrard Strapping and Seals.
 - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
2. Stainless Steel: ASTM A 167 or ASTM A 240, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide with closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with closed seal.
4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch diameter shank, length to suit depth of insulation indicated.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; CWP-1.
 - 2) GEMCO; CD.
 - 3) Midwest Fasteners, Inc.; CD.
 - 4) Nelson Stud Welding; TPA, TPC, and TPS.

2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; CHP-1.
 - 2) GEMCO; Cupped Head Weld Pin.
 - 3) Midwest Fasteners, Inc.; Cupped Head.
 - 4) Nelson Stud Welding; CHP.

3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Aluminum, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
 - 2) GEMCO; Peel & Press.
 - 3) Midwest Fasteners, Inc.; Self Stick.
 - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive-backed base with a peel-off protective cover.

5. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Products: Subject to compliance with requirements, provide one of the following:

- 1) AGM Industries, Inc.; RC-150.
- 2) GEMCO; R-150.
- 3) Midwest Fasteners, Inc.; WA-150.
- 4) Nelson Stud Welding; Speed Clips.

b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, stainless steel.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. C & F Wire.

2.12 CORNER ANGLES

A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

B. Stainless-Steel Corner Angles: 0.024 inch thick, minimum 1 by 1 inch, stainless steel according to ASTM A 167 or ASTM A 240, Type 304 or Type 316.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

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 INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.

- 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
 - 1. Comply with requirements in Division 07 Section "Penetration Firestopping" firestopping and fire-resistive joint sealers.

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
 - 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 - 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.

- b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. 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.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
- a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.7 FINISHES

- A. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- B. Do not field paint aluminum or stainless-steel jackets.

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be

limited to one location for each duct system defined in the "Duct Insulation Schedule, General" Article.

- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.9 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

- 1. Indoor, concealed supply and outdoor air.

B. Items Not Insulated:

- 1. Fibrous-glass ducts.
- 2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
- 3. Factory-insulated flexible ducts.
- 4. Factory-insulated plenums and casings.
- 5. Flexible connectors.
- 6. Vibration-control devices.
- 7. Factory-insulated access panels and doors.

3.10 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be the following:

- 1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

B. Concealed, round and flat-oval, return-air duct insulation shall be the following:

- 1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

C. Concealed, supply-air plenum insulation shall be one of the following:

- 1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.
- 2. Mineral-Fiber Board: 2 inches thick and 2-lb/cu. ft. nominal density.

D. Concealed, return-air plenum insulation shall be one of the following:

- 1. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

3.11 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. None.

D. Ducts and Plenums, Exposed:

1. None.

END OF SECTION 230713

SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes insulating the following HVAC piping systems:

1. Condensate drain piping.
2. Refrigerant suction and hot-gas piping.

- B. Related Sections:

1. Section 230713 "Duct Insulation."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at pipe expansion joints for each type of insulation.
3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
4. Detail removable insulation at piping specialties.
5. Detail application of field-applied jackets.
6. Detail application at linkages of control devices.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.

- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

- C. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," and articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Aeroflex USA, Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.

2.2 INSULATING CEMENTS

- A. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Aeroflex USA, Inc.; Aero seal.
 - b. Armacell LLC; Armaflex 520 Adhesive.
 - c. Foster Brand, Specialty Construction Brands, Inc.; 85-75.
 - 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
 - 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Foster Brand, Specialty Construction Brands, Inc.; 30-80/30-90.
 - 2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 5. Color: White.

2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
 - 1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-50 AHV2.
 - b. Foster Brand, Specialty Construction Brands, Inc.; 30-36.
 - c. Vimasco Corporation; 713 and 714.
 - 3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
 - 4. Service Temperature Range: 0 to plus 180 deg F.
 - 5. Color: White.

2.6 SEALANTS

- A. Joint Sealants:
 - 1. Joint Sealants for Cellular-Glass, Phenolic Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-76.
 - b. Foster Brand, Specialty Construction Brands, Inc.; 30-45.

c. Pittsburgh Corning Corporation; Pittseal 444.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: Gray.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc.; CP-76.
 - b. Foster Brand, Specialty Construction Brands, Inc.; 95-44.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: White.
5. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
6. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric: Approximately 2 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in. for covering pipe and pipe fittings.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. Metal Jacket:

1. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
 - a. Sheet and roll stock ready for shop or field sizing.
 - b. Finish and thickness are indicated in field-applied jacket schedules.
 - c. Moisture Barrier for Indoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
 - d. Moisture Barrier for Outdoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
 - e. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.
 - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

2.9 SECUREMENTS

A. Bands:

1. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with closed seal.

B. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

C. Wire: 0.080-inch nickel-copper alloy.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. 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.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install 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 2 inches o.c.
 - a. For below-ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Manholes.
 - 5. Handholes.
 - 6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
 - 1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 5. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 6. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 7. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 8. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.

4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
 1. Install pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of 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 same thickness as pipe insulation.
 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
 1. Install mitered sections of pipe insulation.
 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 3. Install insulation to flanges as specified for flange insulation application.
 4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where metal jackets are indicated, install with 2-inch 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 o.c. and at end joints.

3.8 FINISHES

- A. Do not field paint aluminum or stainless-steel jackets.

3.9 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 - 1. Drainage piping located in crawl spaces.

3.10 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate and Equipment Drain Water below 60 Deg F:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 3/4 inch thick.
- B. Refrigerant Suction and Hot-Gas Piping:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inch thick.
- C. Refrigerant Suction and Hot-Gas Flexible Tubing:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inch thick.

3.11 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 2 inches thick.
- B. Refrigerant Suction and Hot-Gas Flexible Tubing:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 2 inches thick.

3.12 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. Piping, Exposed:
 - 1. Aluminum, Smooth 0.020 inch thick.

END OF SECTION 230719

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes refrigerant piping used for air-conditioning applications.

1.3 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-407C:
 - 1. Suction Lines for Air-Conditioning Applications: 230 psig.
 - 2. Suction Lines for Heat-Pump Applications: 380 psig.
 - 3. Hot-Gas and Liquid Lines: 380 psig.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve and refrigerant piping specialty indicated. Include pressure drop, based on manufacturer's test data, for the following:
 - 1. Thermostatic expansion valves.
 - 2. Solenoid valves.
 - 3. Hot-gas bypass valves.
 - 4. Filter dryers.
 - 5. Strainers.
 - 6. Pressure-regulating valves.
- B. Shop Drawings: Show layout of refrigerant piping and specialties, including pipe, tube, and fitting sizes, flow capacities, valve arrangements and locations, slopes of horizontal runs, oil traps, double risers, wall and floor penetrations, and equipment connection details. Show interface and spatial relationships between piping and equipment.
 - 1. Shop Drawing Scale: 1/4 inch equals 1 foot.
 - 2. Refrigerant piping indicated on Drawings is schematic only. Size piping and design actual piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Field quality-control test reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For refrigerant valves and piping specialties to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- C. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

1.8 PRODUCT STORAGE AND HANDLING

- A. Store piping in a clean and protected area with end caps in place to ensure that piping interior and exterior are clean when installed.

1.9 COORDINATION

- A. Coordinate size and location of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8.

F. Flexible Connectors:

1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
2. End Connections: Socket ends.
3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inch-long assembly.
4. Pressure Rating: Factory test at minimum 500 psig.
5. Maximum Operating Temperature: 250 deg F.

2.2 VALVES AND SPECIALTIES

A. Moisture/Liquid Indicators:

1. Body: Forged brass.
2. Window: Replaceable, clear, fused glass window with indicating element protected by filter screen.
3. Indicator: Color coded to show moisture content in ppm.
4. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
5. End Connections: Socket or flare.
6. Working Pressure Rating: 500 psig.
7. Maximum Operating Temperature: 240 deg F.

B. Permanent Filter Dryers: Comply with ARI 730.

1. Body and Cover: Painted-steel shell.
2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.

2.3 REFRIGERANTS

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. Atofina Chemicals, Inc.
2. DuPont Company; Fluorochemicals Div.
3. Honeywell, Inc.; Genetron Refrigerants.
4. INEOS Fluor Americas LLC.

C. ASHRAE 34, R-407C: Difluoromethane/Pentafluoroethane/1,1,1,2-Tetrafluoroethane.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS FOR REFRIGERANT R-407C

- A. Suction Lines NPS 1-1/2 and Smaller for Conventional Air-Conditioning Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with soldered joints.
- B. Hot-Gas and Liquid Lines: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with soldered joints.

3.2 VALVE AND SPECIALTY APPLICATIONS

- A. Install service valves for gage taps at inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- B. Install moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.
- C. Install filter dryers in liquid line between compressor and thermostatic expansion valve.
- D. Install receivers sized to accommodate pump-down charge.

3.3 PIPING INSTALLATION

- A. 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 Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.

- J. Refer to Division 23 Sections "Instrumentation and Control for HVAC" and "Sequence of Operations for HVAC Controls" for solenoid valve controllers, control wiring, and sequence of operation.
- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Division 08 Section "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in protective conduit where installed belowground.
- N. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- O. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- P. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- Q. Before installation of steel refrigerant piping, clean pipe and fittings using the following procedures:
 - 1. Shot blast the interior of piping.
 - 2. Remove coarse particles of dirt and dust by drawing a clean, lintless cloth through tubing by means of a wire or electrician's tape.
 - 3. Draw a clean, lintless cloth saturated with trichloroethylene through the tube or pipe. Continue this procedure until cloth is not discolored by dirt.
 - 4. Draw a clean, lintless cloth, saturated with compressor oil, squeezed dry, through the tube or pipe to remove remaining lint. Inspect tube or pipe visually for remaining dirt and lint.
 - 5. Finally, draw a clean, dry, lintless cloth through the tube or pipe.
 - 6. Safety-relief-valve discharge piping is not required to be cleaned but is required to be open to allow unrestricted flow.
- R. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- S. Identify refrigerant piping and valves according to Division 23 Section "Identification for HVAC Piping and Equipment."
- T. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Division 23 Section "Sleeves and Sleeve Seals for HVAC Piping."

- U. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Division 23 Section "Sleeves and Sleeve Seals for HVAC Piping."
- V. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 23 Section "Escutcheons for HVAC Piping."

3.4 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide), during brazing or welding, to prevent scale formation.
- D. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- E. Welded Joints: Construct joints according to AWS D10.12/D10.12M.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.5 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor products are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
 - 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1/2: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 2. NPS 5/8: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 3. NPS 1: Maximum span, 72 inches; minimum rod size, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 6. NPS 2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 7. NPS 2-1/2: Maximum span, 108 inches; minimum rod size, 3/8 inch.

8. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
9. NPS 4: Maximum span, 12 feet; minimum rod size, 1/2 inch.

D. Support multifloor vertical runs at least at each floor.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:

1. Comply with ASME B31.5, Chapter VI.
2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in Part 1 "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of test.
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.

3.7 SYSTEM CHARGING

A. Charge system using the following procedures:

1. Install core in filter dryers after leak test but before evacuation.
2. Evacuate entire refrigerant system with a vacuum pump to 500 micrometers. If vacuum holds for 12 hours, system is ready for charging.
3. Break vacuum with refrigerant gas, allowing pressure to build up to 2 psig.
4. Charge system with a new filter-dryer core in charging line.

3.8 ADJUSTING

A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.

B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.

C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.

D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:

1. Open shutoff valves in condenser water circuit.
 2. Verify that compressor oil level is correct.
 3. Open compressor suction and discharge valves.
 4. Open refrigerant valves except bypass valves that are used for other purposes.
 5. Check open compressor-motor alignment and verify lubrication for motors and bearings.
- E. Replace core of replaceable filter dryer after system has been adjusted and after design flow rates and pressures are established.

END OF SECTION 232300

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round and flat-oval ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

- B. Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

- A. Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.

- B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work. Scale: 1/4" = 1'-0".
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, drawn to 1/4" = 1' -0" scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 1. Duct installation indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
 2. Suspended ceiling components.
 3. Structural members to which duct will be attached.
 4. Size and location of initial access modules for acoustical tile.
 5. Penetrations of smoke barriers and fire-rated construction.
 6. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
- B. Welding certificates.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 1. AWS D1.1, "Structural Welding Code - Steel," for hangers and supports.
 2. AWS D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).
- C. Transverse Joints: Select joint types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.

- D. Longitudinal Seams: Select seam types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
 - 2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.
- E. Tees and Laterals: Select types and fabricate according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
 - 1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.

2. Tape Width: 4 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

F. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.5 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- F. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 - 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round and flat-oval ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with the latest edition of SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 - 1. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. Conditioned Space, Supply-Air Ducts in Pressure Classes 1-1/2-Inch wg and Lower: Seal Class C.

3. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 1-1/2-Inch wg: Seal Class B.
4. Conditioned Space, Return-Air Ducts: Seal Class C.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Hanger Spacing: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- C. Hangers Exposed to View: Threaded rod and angle or channel supports.
- D. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- E. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
 1. Comply with the latest edition of SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.

2. Test the following systems:
 - a. Supply Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.
 - b. Return Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.
 - c. Exhaust Ducts with a Pressure Class of 3-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.
 - d. Outdoor Air Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 95 percent of total installed duct area for each designated pressure class.
3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Test for leaks before applying external insulation.
5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
6. Give five days' advance notice for testing.

3.8 DUCT CLEANING

- A. Clean new and existing duct system(s) before testing, adjusting, and balancing.
- B. Use service openings for entry and inspection.
 1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
 3. Remove and reinstall ceiling to gain access during the cleaning process.
- C. Particulate Collection and Odor Control:
 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- D. Clean the following components by removing surface contaminants and deposits:
 1. Air outlets and inlets (registers, grilles, and diffusers).
 2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.

3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.9 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.10 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel.
- B. Supply Ducts:
 1. Ducts Connected to Constant-Volume Air-Handling Units:
 - a. Pressure Class: Positive 1-inch wg.
 - b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-C.
- C. Return Ducts:
 1. Ducts Connected to Air-Handling Units:

- a. Pressure Class: Positive or negative 1 inch wg.
 - b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-None.
2. Ducts Connected to Equipment Not Listed Above:
- a. Pressure Class: Positive or negative 1-inch wg.
 - b. Minimum SMACNA Seal Class: Unconditioned – B. Conditioned-None.
- D. Intermediate Reinforcement:
- 1. Galvanized-Steel Ducts: Galvanized steel.
- E. Elbow Configuration:
- 1. Rectangular Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Velocity 1500 fpm or lower:
 - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Mitered Type RE 2 with vanes complying with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows." Type RE2 to be used only when types RE1 and RE3 are not physically allowed. Mitered elbows are only to be used on 90° angles and only when type RE1 fittings cannot be used.
 - 3) Square throat, radius heel elbows will not be allowed under any circumstances.
 - b. Velocity 1500 fpm or Higher:
 - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows." Type RE2 to be used only when types RE1 and RE3 are not physically allowed. Mitered elbows are only to be used on 90° angles and only when type RE1 fittings cannot be used.
 - 3) Square throat, radius heel elbows will not be allowed under any circumstances.
 - 2. Round Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
 - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Velocity 1500 fpm or lower: 1.0 centerline radius-to-diameter ratio and four segments for 90-degree elbow.

- 2) Velocity 1500 fpm or Higher: 1.5 centerline radius-to-diameter ratio and five segments for 90-degree elbow.
- b. Round Elbows, 12 Inches Smaller in Diameter: Stamped, gored or pleated.
- c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam, gored or Welded.

F. Branch Configuration:

1. Rectangular Duct: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch under 1000 fpm: Spin in.
 - c. Rectangular Main to Round Branch over 1000 fpm: Conical Spin in or 45-degree entry.
2. Round and Flat Oval: Comply with the latest edition of SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1500 fpm or Lower: Conical tap.
 - b. Velocity 1500 fpm or Higher: 45-degree lateral, 45-degree entry tap or conical tap with 4-inch larger base than tap.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Fire dampers.
4. Flange connectors.
5. Duct-mounted access doors.
6. Flexible connectors.
7. Flexible ducts.
8. Duct accessory hardware.

- B. Related Requirements:

1. Section 283111 "Digital, Addressable Fire-Alarm System" for duct-mounted fire and smoke detectors.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. For duct silencers, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.

- B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
 - a. Special fittings.
 - b. Manual volume damper installations.
 - c. Control-damper installations.
 - d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.

- e. Duct security bars.
- f. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to 1/4"=1'-0"scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- B. Source quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653.
 - 1. Galvanized Coating Designation: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.

- C. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- 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 minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin# S3G or comparable product by one of the following:
 - 1. Cesco Products.
 - 2. Greenheck Fan Corporation.
 - 3. Nailor Industries Inc.
- B. Description: Gravity balanced.
- C. Maximum Air Velocity: 3000 fpm.
- D. Maximum System Pressure: 2-inch wg.
- E. Frame: Hat-shaped, 20 gauge, galvanized sheet steel, with welded corners or mechanically attached and mounting flange.
- F. Blades: Multiple single-piece blades, end pivoted, maximum 4-inch width, 28 gauge galvanized steel with sealed edges.
- G. Blade Action: Parallel.
- H. Blade Seals: Extruded vinyl, mechanically locked.
- I. Blade Axles:
 - 1. Material: Nonmetallic up to 42" wide. O/W, stainless steel.
- J. Tie Bars and Brackets: Galvanized steel.
- K. Return Spring: Adjustable tension.
- L. Bearings: synthetic pivot bushings.
- M. Accessories:
 - 1. Adjustment device to permit setting for varying differential static pressure.
 - 2. Counterweights and spring-assist kits for vertical airflow installations.

2.4 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin #MD25 (rectangular) or #MDRS25 (round) or comparable product by one of the following:
 - a. Flexmaster U.S.A., Inc.
 - b. Nailor Industries Inc.
 2. Standard leakage rating, with linkage outside airstream.
 3. Suitable for horizontal or vertical applications.
 4. Frames:
 - a. Frame: Hat-shaped, 20 gauge, galvanized sheet steel.
 - b. Mitered corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
 5. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Galvanized-steel, 20 gauge.
 6. Blade Axles: Galvanized steel.
 7. Bearings:
 - a. Molded synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 8. Tie Bars and Brackets: Galvanized steel.

2.5 FLANGE CONNECTORS

- A. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- B. Material: Galvanized steel.
- C. Gage and Shape: Match connecting ductwork.

2.6 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements provide products by one of the following:
1. Cesco Products.
 2. Ductmate Industries, Inc.
 3. Flexmaster U.S.A., Inc.
 4. Greenheck Fan Corporation.

5. Nailor Industries Inc.

B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."

1. Door:

- a. Double wall, rectangular.
- b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
- c. Vision panel.
- d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
- e. Fabricate doors airtight and suitable for duct pressure class.

2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

3. Number of Hinges and Locks:

- a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
- b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
- c. Access Doors up to 24 by 48 Inches: [Three hinges] Continuous and two compression latches with outside and inside handles.
- d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

2.7 FLEXIBLE CONNECTORS

A. Materials: Flame-retardant or noncombustible fabrics.

B. Coatings and Adhesives: Comply with UL 181, Class 1.

C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 22 gauge galvanized sheet steel or 20 gauge aluminum sheets. Provide metal compatible with connected ducts.

D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd.
2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F.

E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.

1. Minimum Weight: 24 oz./sq. yd.
2. Tensile Strength: 530 lbf/inch in the warp and 440 lbf/inch in the filling.
3. Service Temperature: Minus 50 to plus 250 deg F.

2.8 FLEXIBLE DUCTS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Flexmaster #8M or comparable product by one of the following:
 - 1. McGill AirFlow LLC.
- B. The duct shall be constructed of a CPE fabric supported by helical wound galvanized steel. The fabric shall be mechanically locked to the steel helix without the use of adhesives or chemicals.
- C. The internal working pressure rating shall be at least 6" w.g. positive and 4" w.g. negative with a bursting pressure of at least 2 ½ time the working pressure
- D. The duct shall be rated for a velocity of at least 4000 feet per minute.
- E. The duct must be suitable for continuous operation at a temperature range of -20° F to +250° F.
- F. Acoustical performance, when tested by an independent laboratory in accordance with the Air Diffusion Council's Flexible Air Duct Test Code FD 72-R1, Section 3.0, Sound Properties, shall be as follows:
 - 1. The insertion loss (dB) of a 10 foot length of straight duct when tested in accordance with ASTM E477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	7	31	40	38	40	27
8" diameter	13	29	36	35	38	22
12" diameter	21	28	29	33	26	12

- 2. The radiated noise reduction (dB) of a 10 foot length of straight duct when tested in accordance with ASTM E477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	5	8	7	8	11	15
8" diameter	10	7	7	8	10	13
12" diameter	9	6	6	5	9	13

- 3. The self generated sound power levels (LW) dB re 10⁻¹² Watt of a 10 foot length of straight duct for an empty sheet metal duct when tested in accordance with ASTM E477, at a velocity of 1000 feet per minute, shall not exceed:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	42	31	23	18	17	21
8" diameter	41	34	27	19	18	21
12" diameter	54	45	38	31	27	23

- G. Factory insulate the flexible duct with fiberglass insulation. Provide insulation as required by ASHRAE 90.1.
- H. Cover the insulation with a fire retardant metalized vapor barrier jacket reinforced with crosshatched scrim having a permeance of not greater than 0.05 perms when tested in accordance with ASTM #96, Procedure A.
- I. Flexible Duct Connectors:
 - 1. Clamps: Nylon strap in sizes 3 through 18 inches, to suit duct size.

2.9 DUCT 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 of length to suit duct-insulation thickness.
- B. 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 in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
 - 1. Install steel volume dampers in steel ducts.
 - 2. Install aluminum volume dampers in aluminum ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install fire dampers according to UL listing.
- H. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
 - 1. On both sides of duct coils.
 - 2. Upstream and downstream from duct filters.
 - 3. At outdoor-air intakes and mixed-air plenums.
 - 4. At drain pans and seals.
 - 5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
 - 6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
 - 7. Upstream or downstream from duct silencers.
 - 8. Control devices requiring inspection.
 - 9. Elsewhere as indicated.
- I. Install access doors with swing against duct static pressure.
- J. Access Door Sizes:
 - 1. One-Hand or Inspection Access: 8 by 5 inches.
 - 2. Two-Hand Access: 12 by 6 inches.
 - 3. Head and Hand Access: 18 by 10 inches.
 - 4. Head and Shoulders Access: 21 by 14 inches.
 - 5. Body Access: 25 by 14 inches.
 - 6. Body plus Ladder Access: 25 by 17 inches.
- K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Install flexible connectors to connect ducts to equipment.
- M. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- N. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.

- O. Connect diffusers or light troffer boots to ducts with maximum 72 inches lengths of flexible duct clamped or strapped in place.
- P. Connect flexible ducts to metal ducts with draw bands.
- Q. Install duct test holes where required for testing and balancing purposes.
- R. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch movement during start and stop of fans.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION 233300

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. In-line centrifugal fans.

1.3 PERFORMANCE REQUIREMENTS

- A. Project Altitude: Base fan-performance ratings on sea level.
- B. Operating Limits: Classify according to AMCA 99.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Also 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 thickness and finishes, including color charts.
 - 5. Dampers, including housings, linkages, and operators.
 - 6. Fan speed controllers.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans and other details, drawn to 1/4" = 1'-0" scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:
 - 1. Roof framing and support members relative to duct penetrations.
 - 2. Ceiling suspension assembly members.
 - 3. Size and location of initial access modules for acoustical tile.
 - 4. Ceiling-mounted items including light fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For power ventilators to include in emergency, operation, and maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials 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.

1.8 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.
- C. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

1.9 COORDINATION

- A. Coordinate size and location of structural-steel support members.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided.

- C. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 IN-LINE CENTRIFUGAL FANS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Greenheck Fan Corporation.
 - 2. Loren Cook Company.
 - 3. PennBarry.
- B. Housing: Galvanized steel with integral inlet and outlet flanges, and support bracket adaptable to floor, side wall, or ceiling mounting.
- C. Direct-Drive Units: Motor mounted in airstream, factory wired to disconnect switch located on outside of fan housing; with wheel, inlet cone, and motor on swing-out service door.
- D. Fan Wheels: Aluminum, airfoil blades welded to aluminum hub.
- E. Accessories:
 - 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent on direct drive units.
 - 2. Companion Flanges: For inlet and outlet duct connections.
 - 3. Fan Guards: 1/2- by 1-inch mesh of galvanized steel in removable frame. Provide guard for inlet or outlet for units not connected to ductwork.

2.2 MOTORS

- A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- B. Enclosure Type: Totally enclosed, fan cooled.

2.3 SOURCE QUALITY CONTROL

- A. Certify sound-power level ratings according to 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. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install power ventilators level and plumb.
- B. Support units using spring isolators having a static deflection of 1 inch. Vibration-control devices are specified in Section 230548 "Vibration Controls for HVAC Piping and Equipment."
 - 1. Secure vibration controls to concrete bases using anchor bolts cast in concrete base.
- C. Support suspended units from structure using threaded steel rods and spring hangers having a static deflection of 1 inch. Vibration-control devices are specified in Section 230548 "Vibration Controls for HVAC Piping and Equipment."
- D. Install units with clearances for service and maintenance.
- E. Label units according to requirements specified in Section 230553 "Identification for HVAC Piping and Equipment."

3.2 CONNECTIONS

- A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 233300 "Air Duct Accessories."
- B. Install ducts adjacent to power ventilators to allow service and maintenance.
- C. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 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.
 - 6. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
 - 7. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
 - 8. Shut unit down and reconnect automatic temperature-control operators.
 - 9. Remove and replace malfunctioning units and retest as specified above.
- C. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Adjust belt tension.
- C. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.
- D. Replace fan and motor pulleys as required to achieve design airflow.
- E. Lubricate bearings.

END OF SECTION

SECTION 233713 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Perforated diffusers.
 - 2. Adjustable bar registers and grilles.
- B. Related Sections:
 - 1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, include the following:
 - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 - 2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to 1/4" = 1'-0" scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:
 - 1. Ceiling suspension assembly members.
 - 2. Method of attaching hangers to building structure.
 - 3. Size and location of initial access modules for acoustical tile.
 - 4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
 - 5. Duct access panels.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

A. Perforated Diffuser:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Nailor Industries Inc.
 - b. Price Industries.
 - c. Titus.
2. Face Size: As scheduled.
3. Duct Inlet: Round.
4. Face Style: Flush.
5. Mounting: Surface or T-bar.
6. Pattern Controller. 4 way for supply.

2.2 REGISTERS AND GRILLES

A. Adjustable Bar Register and Grille:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Nailor Industries Inc.
 - b. Price Industries.
 - c. Titus.

2.3 SOURCE QUALITY CONTROL

- #### A. Verification of Performance: Rate diffusers, registers, and grilles 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- #### A. Install diffusers, registers, and grilles level and plumb.

- 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 practical. For units installed in lay-in ceiling panels, locate units in the center of panel. 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 connections 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.

END OF SECTION 233713

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Samples for Initial Selection: For units with factory-applied color finishes.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For split-system air-conditioning units to include in emergency, operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Filters: One set for each air-handling unit.

1.7 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
 - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
 - 2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Procedures," and Section 7 - "Construction and System Start-up."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.

1.8 COORDINATION

- A. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork are specified in Section 033000 "Cast-in-Place Concrete."
- B. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. For Compressor: Five year(s) from date of Substantial Completion.
 - b. For Parts: Fiveyear(s) from date of Substantial Completion.
 - c. For Labor: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Carrier Corporation;
 2. Daiken
 3. Mitsubishi.
 4. SANYO.
 5. Trane.
 6. Emerson.

2.2 INDOOR UNITS (5 TONS OR LESS)

- A. Evaporator-Fan Components:
1. Cabinet: Enameled steel with removable panels on front and ends in color selected by Architect, and discharge drain pans with drain connection.
 2. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 210/240.
 3. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
 4. Fan: Direct drive, centrifugal.
 5. Fan Motors:
 - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - b. Multitapped, multispeed with internal thermal protection and permanent lubrication.
 - c. Enclosure Type: Totally enclosed, fan cooled.
 - d. NEMA Premium (TM) efficient motors as defined in NEMA MG 1.
 - e. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.
 - f. Mount unit-mounted disconnect switches on interior of unit.
 6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
 7. Condensate Drain Pans:
 - a. Fabricated with minimum one percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and humidifiers, and to direct water toward drain connection.

- 1) Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
 - 2) Depth: A minimum of 1 inch deep.
- b. Single-wall, stainless-steel sheet.
 - c. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.
 - 1) Minimum Connection Size: NPS 1.
 - d. Pan-Top Surface Coating: Asphaltic waterproofing compound.
8. Air Filtration Section:
- a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.
 - 3) Filter-Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.
 - b. Disposable Panel Filters:
 - 1) Factory-fabricated, viscous-coated, flat-panel type.
 - 2) Thickness: 1 inch.
 - 3) Merv according to ASHRAE 52.2: 8.

2.3 OUTDOOR UNITS (5 TONS OR LESS)

A. Air-Cooled, Compressor-Condenser Components:

1. Casing: Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
2. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 - a. Compressor Type: Scroll.
 - b. Two-speed compressor motor with manual-reset high-pressure switch and automatic-reset low-pressure switch.
 - c. Refrigerant Charge: R-407C.
 - d. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 210/240.
3. Fan: Aluminum-propeller type, directly connected to motor.
4. Motor: Permanently lubricated, with integral thermal-overload protection.
5. Low Ambient Kit: Permits operation down to 45 deg F.
6. Mounting Base: Polyethylene.

2.4 ACCESSORIES

- A. Control equipment and sequence of operation are specified in Section 230900 "Instrumentation and Control for HVAC" and Section 230993 "Sequence and Operations for HVAC Controls."
- B. Thermostat: Low voltage with subbase to control compressor and evaporator fan.
- C. Automatic-reset timer to prevent rapid cycling of compressor.
- D. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.
- E. Drain Hose: For condensate.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install ground-mounted, compressor-condenser components on 4-inch thick, reinforced concrete base that is 4 inches larger, on each side, than unit. Concrete, reinforcement, and formwork are specified in Section 033000 "Cast-in-Place Concrete." Coordinate anchor installation with concrete base.
- D. Install ground-mounted, compressor-condenser components on polyethylene mounting base.
- E. Install roof-mounted, compressor-condenser components on equipment supports specified in Section 077200 "Roof Accessories." Anchor units to supports with removable, cadmium-plated fasteners.

3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:

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.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Remove and replace malfunctioning units and retest as specified above.

E. Prepare test and inspection reports.

3.3 STARTUP SERVICE

A. Perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.

3.4 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 238126

SECTION 260000 - BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 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 26 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 existing building(s) shall be determined by examination at the site.

1.02 SCOPE OF WORK

- A. The requirements contained in this Section apply to all work performed under Division 26 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.

1.03 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.

1.04 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, he 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.

1.05 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.

1.06 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. Applicable 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.

1.07 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.

1.08 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.

1.09 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
 - 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
- D. Where the Contract Documents exceed the above requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

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. In the event of this type of disagreement, the resolution shall be determined by the Architect/Engineer.
 2. The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Architect/Engineer prior to any work being performed.
 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 Architect/Engineer 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 various portions of the work 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. 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 Architect/Engineer, 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 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 SHOP DRAWINGS AND SUBMITTAL DATA

- A. Process shop drawings and submittal data 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.
- B. Shop drawings shall be drawn on a scale not less than 1/4 inch equals 1 foot showing actual dimensions. Shop drawings shall include, but not be limited to:
 - 1. Switchboards
 - 2. Distribution Panelboards
 - 3. Lighting/Appliance Panelboards
- C. Submittal data (manufacturer's catalog data) shall include, but not be limited to:
 - 1. Equipment: switchboard, panelboards, transformers, disconnect switches, circuit breakers, fuses, etc.
 - 2. Materials: conduit, conductors, connectors, supports, etc.
 - 3. Lighting fixtures and lamps.
 - 4. Wiring devices.
- D. The submittal 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 with Contract Documents.
- F. Assemble submittals on related items procured from a single manufacturer in brochures or other suitable package form, rather than submitting a multiplicity of loose sheets.
- G. The Contractor shall submit 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 Architect/ Engineer. Shop drawings shall be prepared at a scale of not less than 1/4 inch equals 1 foot.

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. 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.
- D. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Architect/Engineer, 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.
- E. The Architect/Engineer 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.
- F. 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 Architect/Engineer 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 WARRANTY

- A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Architect/Engineer 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 Architect/Engineer 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.

1.16 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.

1.17 INSTRUCTION OF OWNER'S PERSONNEL

- A. Provide the services of competent engineers and/or technicians acceptable to the Architect/ Engineer 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.

1.18 SCHEDULE AND SEQUENCE OF WORK

- A. The Contractor shall meet and cooperate with the Owner and Architect/Engineer 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.

1.19 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 Architect/Engineer for transmission to the Owner.

1.20 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.
- D. Large equipment assemblies and 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 complete.

1.21 EQUIPMENT FOUNDATIONS

- A. Where indicated on the Drawings, provide foundations for electrical equipment. This shall consist of concrete housekeeping pads constructed in accordance with the details on the Drawings, these Specifications, manufacturer's recommendations and Division 3.
- B. All pads shall be 4" high and extend a maximum 2" beyond the actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Furnish all anchor bolts and other accessories required for casting the concrete pad. After the equipment is set on the pad, the equipment shall be fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

1.22 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 with jute twine and filled with an asphalt-base compound to insure a waterproof penetration.

1.23 ESCUTCHEONS

- A. In each finished space, provide 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.

1.24 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.

1.25 EXCAVATION, TRENCHING AND BACKFILLING

- A. All excavating, trenching and backfilling shall generally be performed in accordance with the procedures and using the materials as described in Division 2. Provide all excavation required in connection with the installation of the work under this Division. After the work has been installed, tested and approved, backfill all excavations with suitable material.
- B. Bottoms of trenches shall be cut to grade. Should rock be encountered, same shall be excavated to a depth of six (6) inches below bottom of conduit and space shall be filled and tamped as specified hereinafter. Should it be required to lay conduit on fill, fill shall first be compacted.
- C. All conduit shall be installed promptly after excavation has been done so as to keep excavations open as short a time as possible.
- D. Trenches shall be excavated to the required depths. Depth of cover shall be as required by the NEC or as indicated on Drawings. Keep banks of trenches as nearly vertical as possible, and provide adequate shoring where required.
- E. When excavation is below the shale or subgrade level, backfill with granular fill or approved backfill material from the site to a depth of 12 inches above top of conduit, but in no case less than 1'-0" below the subgrade surface. The remainder of backfill to the shale or subgrade surface shall be an impervious material and shall be compacted at not less than 95 percent of the maximum dry density as defined by ASTM D-698. At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. A mud slab shall be placed over excavation where required by the Drawings or Specifications. Backfill above the subsurface shall be granular fill or approved select backfill from site.
- F. Beyond building walls or above the shale or subgrade level, backfill with sand or granular fill to a depth of 12 inches above top of conduit and remainder of trench filled with approved select backfill material from the site.
- G. Bottoms of trenches shall be tamped hard and graded to secure the maximum fall. Where rock is excavated below the bottom of the conduit, and before laying the conduit, fill the space between the bottom of the conduit and the rock surface with sand, thoroughly tamped.

- H. Trenches dug in fill shall have the conduit supported down to load-bearing soil. After conduits have been inspected and approved by the Owner's Representative, trenches shall be filled with approved backfill material which shall be firmly compacted, flooded if necessary and thoroughly tamped. Do not backfill with any fill containing rocks, frozen earth or debris.
- I. Include the cutting of all sidewalks, streets and other pavements and repairing the openings in them to return the surface to approximately its original condition.

1.26 CUTTING AND PATCHING

- A. Cut all openings required to install the work or to repair any defective work. This cutting shall be performed under the Architect's/Engineer's direction and due diligence exercised to avoid cutting openings larger than required or in the wrong locations.
- B. No cutting or drilling of any sort will be permitted in the webs of prestressed, precast concrete structural elements. Use core drills or power driven saws to cut openings in the flanges of other such elements; the use of reciprocating drills will not be permitted. The cutting of structural members without first having received written permission from the Architect/ Engineer is prohibited.
- C. Where openings are cut in fire-rated walls or floors, seal the annular space between the work installed and the fire-rated construction. Sealant, as applied, shall be fire rated to maintain the fire rating of the construction penetrated. Sealant shall be re-enterable (before fire) to alter penetrations. Apply in strict accordance with manufacturer's instructions.

1.27 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.

1.28 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 Architect/Engineer 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.

1.29 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 blue-line prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. All piping and 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. Obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. The above data, with the exception of the record drawings, shall be delivered prior to final acceptance.
- B. 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 Architect/Engineer 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 for major apparatus and recommended maintenance procedures.
 - 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 Architect/Engineer to make a final observation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 260000

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Grounding arrangements and connections for separately derived systems.
 - 3. Grounding for sensitive electronic equipment.
- C. Field quality-control reports.
- D. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems.
 - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: [Copper] [or] [tinned-copper] wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, [1/4 by 4 inches (6.3 by 100 mm)] in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 VCONNECTORS
- D. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- E. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- F. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.2 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- E. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 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.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
1. For telephone, alarm, voice and data, and other communication equipment, 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.
 2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch (6.3-by-100-by-300-mm) grounding bus.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 2. For grounding electrode system, 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, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install [tinned] bonding jumper to bond across flexible duct connections to achieve continuity.

3.5 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer[and at the grounding electrode conductor where exposed].
 - 1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without 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.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 - 2. Power Distribution Units or Panelboards Serving Electronic Equipment 3 ohm(s).

- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.

2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 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) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

2. Mechanical-Expansion Anchors: Insert-wedge-type, steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 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) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Hilti Inc.
 - 3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To New Concrete: Bolt to concrete inserts.
 - 2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 3. To Existing Concrete: Expansion anchor fasteners or threaded through wall.
 - 4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 5. To Steel: Beam clamps complying with MSS SP-69.
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Touchup: Comply with requirements in Division 09 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. NBR: Acrylonitrile-butadiene rubber.
- D. 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: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Conduit entry provisions, including locations and conduit sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.

2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

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.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- 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. AFC Cable Systems, Inc.
 2. Alflex Inc.
 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 5. Electri-Flex Co.
 6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation.
 8. O-Z Gedney; a unit of General Signal.
 9. Wheatland Tube Company.
- C. Rigid Steel Conduit: ANSI C80.1.
- D. EMT: ANSI C80.3.
- E. FMC: Zinc-coated steel
- F. Fittings for Conduit (Including all Types and Flexible), EMT: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 1. Fittings for EMT: Steel -screw or compression type.
- G. Joint Compound for Rigid Steel Conduit: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

- 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. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. CANTEX Inc.
 - 4. CertainTeed Corp.; Pipe & Plastics Group.
 - 5. Lamson & Sessions; Carlon Electrical Products.
 - 6. RACO; a Hubbell Company.
 - 7. Thomas & Betts Corporation.
- C. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.
- D. LFNC: UL 1660.
- E. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.
- F. Fittings for LFNC: UL 514B.

2.3 METAL WIREWAYS

- 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. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Square D; Schneider Electric.
 - 4. Wiremolp.
 - 5. Cabolafil.
- C. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1 or 3R, unless otherwise indicated.
- D. 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.
- E. Wireway Covers: As indicated.
- F. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- 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:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- H. Cabinets:
1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.

2.5 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.6 SLEEVE SEALS

- 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:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Carbon steel Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit and conduit for Motorola signal cable: Rigid steel conduit.
 - 2. Concealed Conduit, Aboveground: EMT
 - 3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:

- a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
- 4. Concealed in Ceilings and Interior Walls and Partitions: EMT except for conduits for Motorola Signal cable (6" an 2") above ceiling shall be rigid steel conduit.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 6. Damp or Wet Locations: Rigid steel conduit.
 - 7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT, rigid steel or cable tray. All conduits shall have plastic bushing at the ends.
 - 8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT or rigid steel.
 - 9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable EMT or Rigid Steel for Motorola Signal cables..
 - 10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations. HUBS to match conduit.
- C. Minimum Raceway Size: 3/4-inch.
 - D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. 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.
- C. Complete raceway installation before starting conductor installation. Use conduit caps to protect installed conduit against entrance of dirt and moisture before area is dried in and cable or wire are not immediately installed. Tape covering of conduit ends is not acceptable.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 3. Change from Type EPC-40-PVC to rigid steel conduit, before rising above the floor.
 4. Elbows larger than 1/2" or on runs longer than 50' shall be rigid steel.
 5. Tape all GRC with 2" overlapping tape where underground or where in contact with concrete.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Install pull wires in empty raceways. Use polypropylene 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 pull wire.
- L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
1. 3/4-Inch (19-mm) Trade Size and Smaller: Install raceways in maximum lengths of 50 feet (15 m).
 2. 1-Inch (25-mm) Trade Size and Larger: Install raceways in maximum lengths of 75 feet (23 m).
 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with 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 boundaries of refrigerated spaces.
 2. Where otherwise required by NFPA 70.
- N. Expansion-Joint Fittings: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F (17 deg C), and that has straight-run length that exceeds 25 feet (7.6 m).
1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:

- a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: [125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
- 2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change.
 - 3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.
 - 4. Unless expansion fitting has internal bonding braid, a green insulated grounding conductor shall be pulled in conduit.
- O. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- Q. Set metal floor boxes level and flush with finished floor surface.
- R. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

- 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
- 2. Install backfill as specified in Division 31 Section "Earth Moving."
- 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."
- 4. Install manufactured elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.

5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

3.4 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
 1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.
- G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

- M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.5 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.6 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

3.7 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at 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.

END OF SECTION 260533

SECTION 26 05 33 - FIRE RATING OF RACEWAYS, CONDUITS AND BOXES

PART 1 GENERAL

1.01 SUMMARY

- A. Flexible fire protection mats for 2 Hour fire protection for electrical raceways, conduits, cable trays, boxes and raceway support members.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM E 119 - Test Method for Fire Tests of Building Construction and Materials
 - 2. ASTM E 1725 - Standard Test Methods for Fire Tests of Fire Resistive Barrier Systems for Electrical Components.
- B. International Standards Organization (ISO) 9000: ISO 9002 Quality Assurance in Production and Installation.

1.03 SUBMITTALS

- A. Submit two copies of product literature, including product data sheets and installation/repair instructions.
- B. Submit certificate that specified products meet or exceed specified requirements and applicable local codes.

1.04 SYSTEM REQUIREMENTS

- A. Electrical raceways that require a fire rating are one of two redundant raceways within 20 feet (6.1 meters) of each other.
- B. Raceways and their support members installed in close proximity of a sprinkler system require a 1-hour and /or 2 hour fire rating.
- C. Raceways and their support members not installed in close proximity of a sprinkler system require a 2 hour and/or 3-hour fire rating.
- D. Mats shall remain cooler than 250°F (139°C) plus ambient temperature for the specified time duration when exposed to a fire per ASTM E 119 and ASTM E 1725.
- E. System designed to function 40 years minimum when exposed to normal (non-radiated) indoor operating conditions.

PART 2 PRODUCTS

2.01 MANUFACTURER

Fire Rating Raceways Conduits and Boxes
Hidalgo County Sheriff's Office
Facility Modifications to Incorporate Motorola and 911 Equipment
AVO 29607

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- A. 3M Fire Protection Products. 3M Center 223-2N-21, SL Paul, MN 55144-1000, (800) 328- 1687, www.3m.com/firestop

2.02 MATERIALS

- A. Endothermic Mat: 3M™ Interam™ Endothermic Mat E-5A-4
 - 1. Weight per area (E-5A-4): 1.81 psf (8.83 kg/sq.m) ± 12%
 - 2. Thickness (E-5A-4): 0.4 inch (10.2 mm) ± 10%

2.03 FIRE RATED ELECTRICAL ASSEMBLIES

- A. Where 2-hour fire rated electrical circuit integrity systems are indicated on drawings or required by code per Article 720 Critical Operating Power Systems (COPS), provide 3M Interam Endothermic Mat E-5A-4 material wrapped around length of raceway system including around all boxes, fittings, and conduits.

2.04 ACCESSORIES

- A. Firestopping sealant: 3M™ Fire Barrier Sealant CP 25WB+ used for seams and voids.
- B. Foil Tape: 3M™ Aluminum Foil Tape 425 - used as a vapor barrier, radiant heat reflector, and installation aid for seams and exposed Endothermic Mat.
- C. General Purpose Tape: Scotch® Filament Tape 898 (or similar) - used as an installation aid for temporary holding for inner layers of Endothermic Mat.
- D. Composite Sheet: 3M™ Fire Barrier Composite Sheet CS-195+ - used to cover openings and as a collar at the termination of fire protection envelopes.

PART 3 EXECUTION

3.0 INSTALLATION – FIRE RATED ASSEMBLIES

- A. Install 3M Interam Endothermic Mat E-5A-4 per manufacturer's installation instructions and UL System listing requirements. Provide required caulks and tapes to maintain integrity of system at joints.
- B. Install stainless steel banding for outer layer of Endothermic Mat on maximum 8" off of centers and within 2" of each seam per manufacturer's installation instructions
- C. Feeders supplying IT room panels shall be 2 hour fire rated.
- D. All cables for fire alarm, security, and signaling shall be riser rated and shall be a listed 3-hour electrical circuit protective system.
- E. Control, monitoring and power wiring to HVAC systems shall be listed 2-hr electrical circuit protective system.

END OF SECTION

Section 07831

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SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND
CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
- 2. Sleeve-seal systems.
- 3. Sleeve-seal fittings.
- 4. Grout.
- 5. Silicone sealants.

B. Related Requirements:

- 1. Division 07 Section "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

- 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.3 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.

- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.2 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. 3.5 mils and 6" wide.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Polyethylene tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Inscriptions for Red-Colored Tapes: BURIED ELECTRIC LINE, CAUTION.

2.3 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal size, 7 by 10 inches (180 by 250 mm).

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
2. Location of multiple main disconnects are at defined locations. Approved by Authority Having Jurisdiction.

2.4 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face .
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 EQUIPMENT IDENTIFICATION LABELS

A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.6 CABLE TIES

A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Secure plastic name plates to equipment fronts using screws or rivets. Use of adhesive shall be per owner's approval only.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and 600 V or Less, for Service, Feeder, and Branch Circuits More Than A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m)] [30-foot (10-m) maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:

1. Normal Power – White letters on Black background.
 2. UPS – White letters on Orange background.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral: White.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Limit use of underground-line warning tape to direct-buried cables.
 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.

1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Controls with external control power connections.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - e. Emergency system boxes and enclosures.
 - f. Enclosed switches.
 - g. Enclosed circuit breakers.
 - h. Enclosed controllers.
 - i. Power transfer equipment.
 - j. Contactors.
 - k. Remote-controlled switches, dimmer modules, and control devices.
 - l. Power-generating units.
 - m. Monitoring and control equipment.
 - n. UPS equipment.

3. Nameplate Detail:
 - a. For circuit breakers, panelboards, switchboards, disconnect switches, motor starters, and contactors: 1/4-inch letters, identify source to and device load serves, including location.
4. Enclosure Color Coding:
 - a. The following systems shall have each junction and pull box cover completely painted per the following:

System	Color of Box Cover
Ethernet Backbone	Blue
Telecommunications	Brown
FCMS	Green
Emergency Power	Red
Security**	White
Fire Alarm	Yellow
U.P.S.	Fluorescent Pink

END OF SECTION 260553

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Electronic-grade panelboards.

1.3 DEFINITIONS

- A. SVR: Suppressed voltage rating.
- B. TVSS: Transient voltage surge suppressor.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression 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. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.
 - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 7. Include wiring diagrams for power, signal, and control wiring.
 - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on log-log graph paper; include selectable ranges for each type of overcurrent protective device.

1.5 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports:

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.

B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," 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 that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types:
Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
3. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NEMA PB 1.

- E. Comply with NFPA 70.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.10 PROJECT CONDITIONS

- A. Environmental Limitations:

- 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
 - b. Altitude: Not exceeding 6600 feet (2000 m).

- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

- 1. Ambient temperatures within limits specified.
- 2. Altitude not exceeding 6600 feet (2000 m).

- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

- 1. Notify Owner no fewer than two days in advance of proposed interruption of electric service.
- 2. Comply with NFPA 70E.

1.11 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, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.12 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Enclosures: Flush- and surface-mounted cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - 2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Panel front shall be fabricated so that the panel may be opened to access the breakers and also to allow access to breaker wiring without removal of the front.
 - 3. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
 - 4. Finishes:
 - a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Galvanized steel.
 - 5. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.
- B. Incoming Mains Location: As required and as shown on plans.
- C. Phase, Neutral, and Ground Buses:
 - 1. Material: Hard-drawn copper, 98 percent conductivity.
 - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- D. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: Hard-drawn copper, 98 percent conductivity.
 - 2. Main and Neutral Lugs: Mechanical type.
 - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
 - 4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

5. Subfeed (Double) Lugs: Compression Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
 6. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.
- E. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- F. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
1. For doors more than [36 inches (914 mm)] high, provide two latches, keyed alike.
 2. Door or doors shall allow access to breakers dead front and also to the breaker wiring without removal of front.
- D. Mains: As indicated.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

- C. Mains: Circuit breaker or lugs only.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- F. Door shall be available to open over breaker lugs.

2.4 LOAD CENTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Mains: As indicated. On drawings.
- C. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.
- D. Conductor Connectors: Mechanical type for main, neutral, and ground lugs and buses.

2.5 ELECTRONIC-GRADE PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1; with factory-installed, integral TVSS; labeled by an NRTL for compliance with UL 67 after installing TVSS.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
- D. Main Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- E. Branch Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- F. Buses:
 - 1. Copper phase and neutral buses; 200 percent capacity neutral bus and lugs.

2. Copper equipment and isolated ground buses.
- G. Surge Protection Device: IEEE C62.41-compliant, integrally mounted, bolt-on, solid-state, parallel-connected, type, with sine-wave tracking suppression and filtering modules, short-circuit current rating complying with UL 1449, second edition, and matching or exceeding the panelboard short-circuit rating, redundant suppression circuits, with individually fused metal-oxide varistors.
1. Accessories:
 - a. Fuses rated at 200-kA interrupting capacity.
 - b. Fabrication using bolted compression lugs for internal wiring.
 - c. Integral disconnect switch.
 - d. Redundant suppression circuits.
 - e. Redundant replaceable modules.
 - f. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 - g. LED indicator lights for power and protection status.
 - h. Audible alarm, with silencing switch, to indicate when protection has failed.
 - i. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of system operation. Contacts shall reverse position on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 - j. Four digit, transient-event counter set to totalize transient surges.
 2. Peak Single-Impulse Surge Current Rating: 120 kA per mode/240 kA per phase.
 3. Minimum single-impulse current ratings, using 8-by-20-mic.sec. waveform described in IEEE C62.41.2.
 - a. Line to Neutral: 70,000 A.
 - b. Line to Ground: 70,000 A.
 - c. Neutral to Ground: 50,000 A.
 4. Withstand Capabilities: 12,000 IEEE C62.41, Category C3 (10 kA), 8-by-20-mic.sec. surges with less than 5 percent change in clamping voltage.
 5. Protection modes and UL 1449 SVR for grounded wye circuits with 480Y/277 208Y/120 -V, three-phase, four-wire circuits shall be as follows:
 - a. Line to Neutral: 800 V for 480Y/277 400 V for 208Y/120.
 - b. Line to Ground: 800 V for 480Y/277 400 V for 208Y/120.
 - c. Neutral to Ground: 800 V for 480Y/277 400 V for 208Y/120.
 6. Protection modes and UL 1449 SVR for 240-, 480-, or 600-V, three-phase, three-wire, delta circuits shall be as follows:
 - a. Line to Line: 2000 V for 480 V 1000 V for 240 V.
 - b. Line to Ground: 1500 V for 480 V 800 V for 240 V.

2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
 - 5. Thor.

- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, 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 circuit breakers with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; 400A and Larger and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d.
 - 3. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.

2.7 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to [NECA 407] [NEMA PB 1.1].
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according NEMA PB 1.1.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- C. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- F. Install filler plates in unused spaces.
- G. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Retain option in first paragraph below if retaining "Load Balancing" Paragraph in "Adjusting" Article.
- H. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- I. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Division 26 Section "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- D. Device Nameplates: For distribution panels label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. 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.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as specified in Division 26 Section "Overcurrent Protective Device Coordination Study."

- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
 - 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.

3.6 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles and associated device plates.
 - 2. Twist-locking receptacles.
 - 3. Isolated-ground receptacles.
 - 4. Snap switches and wall-box dimmers.
controls.
 - 5. Communications outlets.
- B. Related Sections include the following:
 - 1. Division 27 Section "Communications Horizontal Cabling" for workstation outlets.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports. Submitted prior to final punch list.
- D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.
- E. Submit on digital wiring analyzer to be used to test voltage drop on receptacles.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. 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.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 - 1. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
 - 5. Hubbell Building Automation Systems.

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.3 TWIST-LOCKING RECEPTACLES

- A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration L5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; L520R.
 - b. Hubbell; HBL2310.
 - c. Leviton; 2310.
 - d. Pass & Seymour; L520-R.

2.4 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
 - b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
 - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
 - d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

2.5 WALL-BOX DIMMERS

- A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.
- B. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.
- C. LED Lamp Dimmers: 120 V; control shall follow square-law dimming curve. On-off switch positions shall bypass dimmer module.
 - 1. 600 W; dimmers shall require no derating when ganged with other devices.
 - 2. Dimmers greater than 600 watts shall have cooling fans with back box to match spacing.

2.6 COMMUNICATIONS OUTLETS

A. Telephone Outlet:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 3560-6.
 - b. Leviton; 40649.
3. Description: Single RJ-45 jack for terminating 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e. Comply with UL 1863.

B. Combination TV and Telephone Outlet:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 3562.
 - b. Leviton; 40595.
3. Description: Single RJ-45 jack for 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e; and one Type F coaxial cable connector.

2.7 WALL PLATES

A. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick Material for Unfinished Spaces: Galvanized steel.

2.8 FINISHES

A. Color: Wiring device catalog numbers in Section Text do not designate device color.

1. Wiring Devices Connected to Normal Power SystemAs selected by owner, unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up ,

- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
 - 1. Install dimmers within terms of their listing.
 - 2. Verify that dimmers used for fan speed control are listed for that application.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings. Verify with Architect and Owner that all floor outlets and service poles are coordinated with furniture to be installed.

3.2 IDENTIFICATION

- A. Comply with Division 26 Section "Identification for Electrical Systems."
 - 1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.
 - 2. Provide a distinctive marking for all outlets supplied for COPS use. This includes all receptacles in the IT room, and all the communications outlets. A nameplate that indicates "COPS" is required.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable. Report voltage drop on receptacle circuit as follows: Receptacle circuit L-1 (Typical) Voltage measured = 119V. All receptacle circuits shall be reported. Final close out of project will not be attained without report.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

- C. Test straight blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

END OF SECTION 262726

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Enclosures.

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
 - 5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

- C. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 - 2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
 - 2. Altitude: Not exceeding 6600 feet (2010 m).

1.7 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.8 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

2. Fuse Pullers: Two for each size and type.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide or product by one of the following:
 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac, UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
 1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 5. Hookstick Handle: Allows use of a hookstick to operate the handle.
 6. Lugs: Mechanical type, suitable for number, size, and conductor material.
 7. Service-Rated Switches: Labeled for use as service equipment.

2.2 NONFUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
 1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper neutral conductors.
3. For isolated grounded systems Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Hookstick Handle: Allows use of a hookstick to operate the handle.
5. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
 2. Outdoor Locations: NEMA 250, Type 3R.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."
 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:

1. Test continuity of each circuit.

B. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. 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. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262816

SECTION 264313 - TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes field-mounted TVSS (Surge Protective Device-SPD) for low-voltage (120 to 600 V) power distribution and control equipment.
- B. Related Sections:
 - 1. Division 26 Section "Panelboards".

1.3 DEFINITIONS

- A. VPR: Voltage Protection Rating
- B. TVSS: SPD (Surge Protective Device-SPD) Transient voltage surge suppressor(s), both singular and plural; also, transient voltage surge suppression.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating weights, electrical characteristics, furnished specialties, and accessories.
- B. Qualification Data: For qualified testing agency.
- C. Product Certificates: For SPD devices, from manufacturer.
- D. Field quality-control reports.
- E. Operation and Maintenance Data: For SPD devices to include in emergency, operation, and maintenance manuals.
- F. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency, and marked for intended location and application.
- B. Comply with IEEE C62.41.2 and test devices according to IEEE C62.45.
- C. Comply with NEMA LS 1.
- D. Comply with UL 1283 and UL 1449.
- E. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Owner no fewer than two days in advance of proposed electrical service interruptions.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.
- B. Service Conditions: Rate SPD devices for continuous operation under the following conditions unless otherwise indicated:
 - 1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.
 - 2. Operating Temperature: 30 to 120 deg F (0 to 50 deg C).
 - 3. Humidity: 0 to 85 percent, noncondensing.
 - 4. Altitude: Less than 20,000 feet (6090 m) above sea level.

1.7 COORDINATION

- A. Coordinate location of field-mounted SPD devices to allow adequate clearances for maintenance.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials or workmanship or any end of life electrical even within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SERVICE ENTRANCE SUPPRESSORS (TYPE A)

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings product by one of the following:
 - 1. Current Technology Inc.; Danaher Power Solutions.
 - 2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
 - 5. General Electric
 - 6. Thor
- C. Surge Protection Devices:
 - 1. Modular.
 - 2. LED indicator lights for power and protection status.
 - 3. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 4. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
- D. Surge Protection Devices:
 - 1. Comply with UL 1449 Latest Edition.
 - 2. Fuses, rated at 200-kA interrupting capacity.
 - 3. Fabrication using bolted compression lugs for internal wiring.
 - 4. Integral disconnect switch or circuit breakers in panel.
 - 5. Redundant suppression circuits.
 - 6. Redundant replaceable modules.
 - 7. Arrangement with copper bus bars and for bolted connections to phase buses, neutral bus, and ground bus.
 - 8. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 - 9. LED indicator lights for power and protection status.
 - 10. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 11. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 - 12. Four -digit transient-event counter set to totalize transient surges.
- E. Peak Single-Impulse Surge Current Rating: 240 kA per mode/3000 kA per phase.
- F. Minimum single impulse current ratings, using 8-by-20-mic.sec waveform described in IEEE C62.41.2

1. Line to Neutral: 70,000 A.
2. Line to Ground: 70,000 A.
3. Neutral to Ground: 50,000 A.

2.2 PANELBOARD SUPPRESSORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
 5. Thor.
- B. Surge Protection Devices:
1. Comply with UL 1449 latest edition
 2. Short-circuit current rating complying with UL 1449, and matching or exceeding the panelboard short-circuit rating and redundant suppression circuits; with individually fused metal-oxide varistors.
 3. Fuses, rated at 200-kA interrupting capacity.
 4. Fabrication using bolted compression lugs for internal wiring.
 5. Integral disconnect switch.
 6. Redundant suppression circuits.
 7. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 8. LED indicator lights for power and protection status.
 9. Audible alarm, with silencing switch, to indicate when protection has failed.
 10. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 11. Four digit transient-event counter set to totalize transient surges.
- C. Peak Single-Impulse Surge Current Rating: Type A 160 kA per mode/320 kA per Minimum single impulse current ratings, using 8-by-20-mic.sec waveform described in IEEE C62.41.2:
1. Line to Neutral: 70,000 A.
 2. Line to Ground: 70,000 A.
 3. Neutral to Ground: 50,000 A.
- D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, 3-phase, 4-wire circuits shall be as follows:
1. Line to Neutral: 800 V for 480Y/277 V.
 2. Line to Ground: 800 V for 480Y/277 V
 3. Neutral to Ground: 800 V for 480Y/277 V.

2.3 ENCLOSURES

- A. Indoor Enclosures: NEMA 250 Type 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install TVSS devices at service entrance on load side, with ground lead bonded to service entrance ground.
- B. Install TVSS devices for panelboards and auxiliary panels with conductors or buses between suppressor and points of attachment as short and straight as possible. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
 - 1. Provide multiple, 60-A circuit breaker as a dedicated disconnecting means for SPD unless otherwise indicated.

3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
 - 1. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS, "Surge Arresters, Low-Voltage Surge Protection Devices" Section. Certify compliance with test parameters.
 - 2. After installing TVSS devices but before electrical circuitry has been energized, test for compliance with requirements.
 - 3. Complete startup checks according to manufacturer's written instructions.
- D. SPD device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.3 STARTUP SERVICE

- A. Do not energize or connect service entrance equipment , or panelboards to their sources until SPD devices are installed and connected.
- B. Do not perform insulation resistance tests of the distribution wiring equipment with the SPD installed. Disconnect before conducting insulation resistance tests, and reconnect immediately after the testing is over.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to maintain SPD devices.

END OF SECTION 264313

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior lighting fixtures, lamps, and ballasts.
2. Emergency lighting units.
3. Exit signs.
4. Lighting fixture supports.

B. Related Sections:

1. Division 26 Section "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.
2. Division 26 Section "Wiring Devices" for manual wall-box dimmers for incandescent lamps.

1.3 DEFINITIONS

- A. BF: Ballast factor.
- B. CCT: Correlated color temperature.
- C. CRI: Color-rendering index.
- D. HID: High-intensity discharge.
- E. LER: Luminaire efficacy rating.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
1. Physical description of lighting fixture including dimensions.
 2. Emergency lighting units including battery and charger.
 3. Ballast, including BF.
 4. Energy-efficiency data.
 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
 6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Installation instructions.
- D. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Lighting fixtures.
 2. Suspended ceiling components.
 3. Partitions and millwork that penetrate the ceiling or extends to within 12 inches (305 mm) of the plane of the luminaires.
 4. Ceiling-mounted projectors.
 5. Structural members to which suspension systems for lighting fixtures will be attached.
 6. Other items in finished ceiling including the following:
 - a. Air outlets and inlets.
 - b. Speakers.
 - c. Sprinklers.
 - d. Smoke and fire detectors.
 - e. Occupancy sensors.
 - f. Access panels.
 7. Perimeter moldings.

- E. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- F. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.
- G. Field quality-control reports.
- H. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.
- I. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.
- D. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.6 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
 - 2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

- B. Special warranty for Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for electronic Ballasts: Five years from date of substantial completion.
 - 2. Warranty Period for Electromagnetic Ballasts: Three years from date of substantial completion.

- C. Special warranty for T5 and T8 florescent lamps: Manufacturer's standard form, made out to Owner and signed by Lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to project site, within specified warranty period indicated below.
 - 1. Warranty Period: One year from date of substantial completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Interior Lighting fixture schedule where titles below are column or row headings that indicate lists, the following requirements apply to product selection:
 - 1. Basis-of-Design Product: The design for each lighting fixture is based on the product named. Subject to compliance with requirements, provide either the named product or approved equal. Equal products shall be submitted to engineer for approval 10 days prior to bid in binder format with any deviations of specified items noted. Only items approved through addendum shall be acceptable.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.
- D. Metal Parts: Free of burrs and sharp corners and edges.
- E. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

G. Diffusers and Globes:

1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
 - b. UV stabilized.

H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
 - c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
 - d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
 - e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
 - f. CCT and CRI for all luminaires.

I. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic interference as required by MIL-STD-461E. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A.
5. Total Harmonic Distortion Rating: Less than 10 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 20 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.88 or higher.
10. Power Factor: 0.98 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.
- C. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

2.4 BALLASTS FOR COMPACT FLUORESCENT LAMPS

- A. Description: Electronic-programmed rapid-start type, complying with UL 935 and with ANSI C 82.11, designed for type and quantity of lamps indicated. Ballast shall be designed for full light output unless dimmer or bi-level control is indicated:
1. Lamp end-of-life detection and shutdown circuit.
 2. Automatic lamp starting after lamp replacement.
 3. Sound Rating: Class A.
 4. Total Harmonic Distortion Rating: Less than 20 percent.
 5. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
 6. Operating Frequency: 20 kHz or higher.
 7. Lamp Current Crest Factor: 1.7 or less.
 8. BF: 0.95 or higher unless otherwise indicated.
 9. Power Factor: 0.98 or higher.
 10. Interference: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

2.5 EMERGENCY FLUORESCENT POWER UNIT

- A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with ballast. Comply with UL 924.
1. Emergency Connection: Operate one fluorescent lamp(s) continuously at an output of 1400 lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
 2. Nightlight Connection: Operate one fluorescent lamp continuously.
 3. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
 - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 4. Battery: Sealed, maintenance-free, nickel-cadmium type.
 5. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
 6. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.6 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: Fluorescent, two for each fixture, 20,000 hours of rated lamp life.
 - 2. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.
 - 3. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - f. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
 - g. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.7 FLUORESCENT LAMPS

- A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches (1220 mm), 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life 20,000 hours unless otherwise indicated.

2.8 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
 - .
- B. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- C. Fixture clips shall be installed in IT room where FM200 is to be installed.
- D. .

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures:

1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
2. Install lamps in each luminaire.

B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.

C. Remote Mounting of Ballasts: Distance between the ballast and fixture shall not exceed that recommended by ballast manufacturer. Verify, with ballast manufacturers, maximum distance between ballast and luminaire.

D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.

1. Install ceiling support system rods or wires for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
3. Fixtures of Sizes Less Than Ceiling Grid: Install 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.
4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.

E. Suspended Lighting Fixture Support:

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. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

F. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.
- B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

END OF SECTION 265100

SECTION 270528 - PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Optical-fiber-cable pathways and fittings.
4. Metal wireways and auxiliary gutters.
5. Nonmetallic wireways and auxiliary gutters.
6. Surface pathways.
7. Boxes, enclosures, and cabinets.
8. Handholes and boxes for exterior underground cabling.

- B. Related Requirements:

1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.
2. Section 260533 "Raceways and Boxes for Electrical Systems" for conduits, wireways, surface raceways, boxes, enclosures, cabinets, handholes, and faceplate adapters serving electrical systems.
3. Section 280528 "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface pathways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Pathway routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of pathway groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 - 1. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 2. Alpha Wire Company.
 - 3. Anamet Electrical, Inc.
 - 4. Electri-Flex Company.
 - 5. O-Z/Gedney; a brand of EGS Electrical Group.
 - 6. Republic Conduit.
 - 7. Southwire Company.
 - 8. Thomas & Betts Corporation.
 - 9. Western Tube and Conduit Corporation.
 - 10. Wheatland Tube Company; a division of John Maneely Company.
- B. General Requirements for Metal Conduits and Fittings:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Comply with TIA-569-B.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Fittings for EMT:
 - a. Material: Steel .
 - b. Type: Setscrew
 - 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.

- F. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 3. Anamet Electrical, Inc.
 - 4. Arco Corporation.
 - 5. CANTEX Inc.
 - 6. CertainTeed Corp.
 - 7. Condux International, Inc.
 - 8. Electri-Flex Company.
 - 9. Kraloy.
 - 10. Lamson & Sessions; Carlon Electrical Products.
 - 11. Niedax-Kleinhuis USA, Inc.
 - 12. RACO; a Hubbell company.
 - 13. Thomas & Betts Corporation.
 - 14.
- B. General Requirements for Nonmetallic Conduits and Fittings:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Comply with TIA-569-B.
- C. RNC: Type EPC-40-PVC , complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. Rigid HDPE: Comply with UL 651A.
- E. Continuous HDPE: Comply with UL 651B.
- F. RTRC: Comply with UL 1684A and NEMA TC 14.
- G. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- I. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 OPTICAL-FIBER-CABLE PATHWAYS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 - 1. Alpha Wire Company.
 - 2. Arco Corporation.
 - 3. Endot Industries Inc.
 - 4. IPEX.
 - 5. Lamson & Sessions; Carlon Electrical Products.

- B. Description: Comply with UL 2024; flexible-type pathway, approved for plenum installation unless otherwise indicated.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Comply with TIA-569-B.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 - 1. Adalet.
 - 2. Cooper Technologies Company; Cooper Crouse-Hinds.
 - 3. EGS/Appleton Electric.
 - 4. Erickson Electrical Equipment Company.
 - 5. Hoffman; a Pentair company.
 - 6. Hubbell Incorporated; Killark Division.
 - 7. Lamson & Sessions; Carlon Electrical Products.
 - 8. Milbank Manufacturing Co.
 - 9. Molex; Woodhead Brand.
 - 10. Mono-Systems, Inc.
 - 11. O-Z/Gedney; a brand of EGS Electrical Group.
 - 12. RACO; a Hubbell company.
 - 13. Robroy Industries.
 - 14. Spring City Electrical Manufacturing Company.
 - 15. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
 - 16. Thomas & Betts Corporation.
 - 17. Wiremold / Legrand.

- B. General Requirements for Boxes, Enclosures, and Cabinets:
 - 1. Comply with TIA-569-B.

- C. Sheet-Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

- D. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- G. Gangable boxes are allowed.
- H. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R Type 4 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

- A. Outdoors: Apply pathway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC Concealed Conduit, Aboveground: EMT.
- B. Indoors: Apply pathway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: GRC.
 - 2. Exposed, Not Subject to Severe Physical Damage: GRC.
 - 3. Exposed and Subject to Severe Physical Damage: GRC. Pathway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: GRC.
 - 5. Damp or Wet Locations: GRC.
 - 6. Pathways for Optical-Fiber or Communications Cable in Spaces Used for Environmental Air: GRC.
 - 7. Pathways for Concealed General-Purpose Distribution of Optical-Fiber or Communications Cable: Plenum-type, optical-fiber-cable pathway.
- C. Minimum Pathway Size: 3/4-inch (21-mm) trade size. Minimum size for optical-fiber cables is 1 inch (27 mm).
- D. Pathway Fittings: Compatible with pathways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
- E. Install surface pathways only where indicated on Drawings.

3.2 INSTALLATION

- A. Comply with NECA 1, NECA 101, and TIA-569-B for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum pathways. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- B. Keep pathways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- C. Complete pathway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches (300 mm) of changes in direction. Utilize long radius ells for all optical-fiber cables.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- I. Pathways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure pathways to reinforcement at maximum 10-foot (3-m) intervals.
 - 2. Arrange pathways to cross building expansion joints at right angles with expansion fittings.
 - 3. Change from ENT to GRC before rising above floor. Tape arc with 3m Tape where conduit comes in contact with earth.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for pathways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- M. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- O. Cut conduit perpendicular to the length. For conduits of 2-inch (53-mm) trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.
- P. Install pull wires in empty pathways. Use polypropylene 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 pull wire. Cap underground pathways designated as spare above grade alongside pathways in use.
- Q. Surface Pathways:
 - 1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
 - 2. Install surface pathway with a minimum 2-inch (50-mm) radius control at bend points.
 - 3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- R. Pathways for Optical-Fiber and Communications Cable: Install pathways, metal and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch (21-mm) Trade Size and Smaller: Install pathways in maximum lengths of 50 feet (15 m).
 - 2. 1-Inch (27-mm) Trade Size and Larger: Install pathways in maximum lengths of 75 feet (23 m).
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- S. Install pathway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, 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 pathway sealing fittings according to NFPA 70.
- T. Install devices to seal pathway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service pathway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.

U. Expansion-Joint Fittings:

- 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C), and that has straight-run length that exceeds 25

feet (7.6 m). Install in each run of aboveground RMC[and EMT] conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured bottom of box unless otherwise indicated.
- W. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- X. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Y. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Z. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- AA. Set metal floor boxes level and flush with finished floor surface.
- BB. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 270544 "Sleeves and Sleeve Seals for Communications Pathways and Cabling."

3.4 PROTECTION

A. Protect coatings, finishes, and cabinets from damage or deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 270528

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Existing and new Fire-alarm control unit. The existing system control panel shall be maintained until the new system is operational. All existing and new devices shall be interfaced with the new fire alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Notification appliances.
5. Addressable interface device.

1.3 DEFINITIONS

- A. LED: Light-emitting diode.
- B. NICET: National Institute for Certification in Engineering Technologies.

1.4 SYSTEM DESCRIPTION

- A. Noncoded addressable system, with automatic sensitivity control of certain smoke detectors and multiplexed signal transmission, dedicated to fire-alarm service only.

1.5 SUBMITTALS

- A. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Engineer.
2. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Trained and certified by manufacturer in fire-alarm system design.
 - b. NICET-certified fire-alarm technician, Level III minimum.

- B. Product Data: For each type of product indicated.

- C. Shop Drawings: For fire-alarm system. Include plans, elevations, sections, details, and attachments to other work.
1. Comply with recommendations in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72.
 2. Include voltage drop calculations for notification appliance circuits.
 3. Include battery-size calculations.
 4. Include performance parameters and installation details for each detector, verifying that each detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 5. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale and coordinating installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.
 6. Include floor plans to indicate final outlet locations showing address of each addressable device. (Show size and route of cable and/or conduits. where required)
- D. Qualification Data: For qualified Installer.
- E. Field quality-control reports.
- F. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Comply with the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
 2. Provide "Record of Completion Documents" according to NFPA 72 article "Permanent Records" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter.
 3. Record copy of site-specific software.
 4. Provide "Maintenance, Inspection and Testing Records" according to NFPA 72 article of the same name and include the following:
 - a. Frequency of testing of installed components.
 - b. Frequency of inspection of installed components.
 - c. Requirements and recommendations related to results of maintenance.
 - d. Manufacturer's user training manuals.
 5. Manufacturer's required maintenance related to system warranty requirements.
 6. Abbreviated operating instructions for mounting at fire-alarm control unit.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.
- B. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level III technician.

- C. Source Limitations for Fire-Alarm System and Components: Obtain fire-alarm system from single source from single manufacturer. Components shall be compatible with, and operate as, an extension of existing system. or new equipment shall be furnished and installed. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL.
- E. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.
- F. NFPA Certification: Obtain certification according to NFPA 72 in the form of a placard by an FMG-approved alarm company.
- G. NFPA Certification: Obtain certification according to NFPA 72 by <Insert certification agency>.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 1. Notify Engineer, and/or Owner no fewer than two days in advance of proposed interruption of fire-alarm service.
 2. Do not proceed with interruption of fire-alarm service without Owner's written permission.

1.8 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.9 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but no fewer than 1 unit.
 2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but no fewer than 1 unit.
 3. Smoke Detectors, Fire Detectors: Quantity equal to 10 percent of amount of each type installed, but no fewer than 1 unit of each type.

4. Detector Bases: Quantity equal to 2 percent of amount of each type installed, but no fewer than 1 unit of each type.
5. Keys and Tools: One extra set for access to locked and tamperproofed components.
6. Audible and Visual Notification Appliances: One of each type installed.
7. Fuses: Two of each type installed in the system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: The existing main control panel is a Gamewell 610. The system inputs and outputs shall interface with the existing system.:

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:

1. Manual stations.
2. Heat detectors.
3. Smoke detectors.
4. Duct smoke detectors.
5. Verified automatic alarm operation of smoke detectors.
6. Fire-extinguishing system FM200 operation.

- B. Fire-alarm signal shall initiate the following actions:

1. Continuously operate alarm notification appliances.
2. Identify alarm at fire-alarm control unit and remote annunciators.
3. Close smoke dampers in air ducts of designated air-conditioning duct systems.
4. Record events in the system memory.

- C. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of primary power at fire-alarm control unit.
4. Ground or a single break in fire-alarm control unit internal circuits.
5. Abnormal ac voltage at fire-alarm control unit.
6. Break in standby battery circuitry.
7. Failure of battery charging.
8. Abnormal position of any switch at fire-alarm control unit or annunciator.

- D. System Trouble and Supervisory Signal Actions: Initiate notification appliance and annunciate at fire-alarm control unit and remote annunciators. FIRE-ALARM CONTROL UNIT

- E. General Requirements for Fire-Alarm Control Unit:
 - 1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864 and listed and labeled by an NRTL.
 - a. System software and programs shall be held in flash electrically erasable programmable read-only memory (EEPROM), retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - 2. Addressable initiation devices that communicate device identity and status.
 - a. Smoke sensors shall additionally communicate sensitivity setting and allow for adjustment of sensitivity at fire-alarm control unit.
 - b. Temperature sensors shall additionally test for and communicate the sensitivity range of the device.
 - 3. Addressable control circuits for operation of mechanical equipment.
- F. Circuits:
 - 1. Initiating Device, Notification Appliance, and Signaling Line Circuits: NFPA 72, Class A.
 - a. Initiating Device Circuits: Style D .
 - b. Notification Appliance Circuits: Style Z.
 - c. Signaling Line Circuits: Style 2 .
 - d. Install no more than 50 addressable devices on each signaling line circuit.
- G. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory and digital alarm communicator transmitters shall be powered by 24-V dc source.
 - 1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- H. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
 - 1. Batteries: Sealed lead calcium
- I. Instructions: Typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.3 NOTIFICATION APPLIANCES

- A. General Requirements for Notification Appliances: Connected to notification appliance signal circuits, zoned as indicated, equipped for mounting as indicated and with screw terminals for system connections.
 - 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated and with screw terminals for system connections.
- B. Visible Notification Appliances: Xenon strobe lights comply with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
 - 1. Rated Light Output:
 - a. 15/30/75/110 cd, selectable in the field.
 - 2. Mounting: Wall mounted unless otherwise indicated.
 - 3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
 - 4. Flashing shall be in a temporal pattern, synchronized with other units.
 - 5. Strobe Leads: Factory connected to screw terminals.
 - 6. Mounting Faceplate: Factory finished, red.

2.4 ADDRESSABLE INTERFACE DEVICE

- A. Description: Microelectronic monitor module, NRTL listed for use in providing a system address for alarm-initiating devices for wired applications with normally open contacts.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72 for installation of fire-alarm equipment.
- B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.
 - 1. Connect new equipment to existing monitoring equipment at the supervising station.
 - 2. Expand, modify, and supplement existing control equipment as necessary to extend existing control monitoring functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.

3.2 CONNECTIONS

- A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet (1 m) from the device controlled. Make an

addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Smoke dampers in air ducts of designated air-conditioning duct systems.
2. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.4 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

3.5 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by authorities having jurisdiction. Hidalgo Court Fire Marshall.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Tests and Inspections:
 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems".
 2. System Testing: Comply with "Test Methods" Table in the "Testing" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
- D. Prepare test and inspection reports.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111

- B. Material and Finish: Match door hardware.

2.8 REMOTE ANNUNCIATOR

- A. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire-alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.
 - 1. Mounting: Flush cabinet, NEMA 250, Type 1.

2.9 ADDRESSABLE INTERFACE DEVICE

- A. Description: Microelectronic monitor module, NRTL listed for use in providing a system address for alarm-initiating devices for wired applications with normally open contacts.

2.10 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632 and be listed and labeled by an NRTL.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 - 1. Verification that both telephone lines are available.
 - 2. Programming device.
 - 3. LED display.
 - 4. Manual test report function and manual transmission clear indication.
 - 5. Communications failure with the central station or fire-alarm control unit.
- D. Digital data transmission shall include the following:
 - 1. Address of the alarm-initiating device.
 - 2. Address of the supervisory signal.
 - 3. Address of the trouble-initiating device.
 - 4. Loss of ac supply or loss of power.
 - 5. Low battery.
 - 6. Abnormal test signal.
 - 7. Communication bus failure.

- E. Secondary Power: Integral rechargeable battery and automatic charger.
- F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.11 DEVICE GUARDS

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection. Locate guards in gymnasiums.
 - 1. Factory fabricated and furnished by manufacturer of device.
 - 2. Finish: Paint of color to match the protected device.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72 for installation of fire-alarm equipment.
- B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.
 - 1. Connect new equipment to existing monitoring equipment at the supervising station.
 - 2. Expand, modify, and supplement existing control equipment as necessary to extend existing control monitoring functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.
- C. Smoke- or Heat-Detector Spacing:
 - 1. Comply with NFPA 72, "Smoke-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for smoke-detector spacing.
 - 2. Comply with NFPA 72, "Heat-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for heat-detector spacing.
 - 3. Smooth ceiling spacing shall not exceed 30 feet.
 - 4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Appendix A in NFPA 72.
 - 5. HVAC: Locate detectors not closer than 3 feet (1 m) from air-supply diffuser or return-air opening.
 - 6. Lighting Fixtures: Locate detectors not closer than 12 inches (300 mm) from any part of a lighting fixture.
- D. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct.
- E. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille.

- F. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling. Install at 80" AFF or obtain approval to mount on ceiling to comply with Texas Accessibility Standards.
- G. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- H. Fire-Alarm Control Unit: Surface mounted, with tops of cabinets not more than 72 inches (1830 mm) above the finished floor.
- I. Annunciator: Install with top of panel not more than 72 inches (1830 mm) above the finished floor.

3.2 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, comply with requirements in Division 08 Section "Door Hardware." Connect hardware and devices to fire-alarm system.
 - 1. Verify that hardware and devices are NRTL listed for use with fire-alarm system in this Section before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet (1 m) from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
 - 1. Smoke dampers in air ducts of designated air-conditioning duct systems.
 - 2. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.4 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

3.5 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by authorities having jurisdiction. (City of Alton and Hidalgo Court Fire Marshall.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

C. Tests and Inspections:

1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems".
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D. Prepare test and inspection reports.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111

HIDALGO COUNTY SHERIFF'S OFFICE - Modifications to Incorporate Motorola and 911 Equipment

EDINBURG, TEXAS



OFFICIALS

COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY SHERIFF

RAMON GARCIA
A.C. CUELLAR, JR.
HECTOR "TITO" PALACIOS
JOE M. FLORES
JOSEPH PALACIOS
GUADALUPE TREVINO



Owner:
HIDALGO COUNTY

Project Location:
HIDALGO COUNTY SHERIFF'S OFFICE
711 EL CIBOLO RD
Edinburg, Texas 78539

PROJECT LOCATION:



VICINITY MAP. N.T.S.

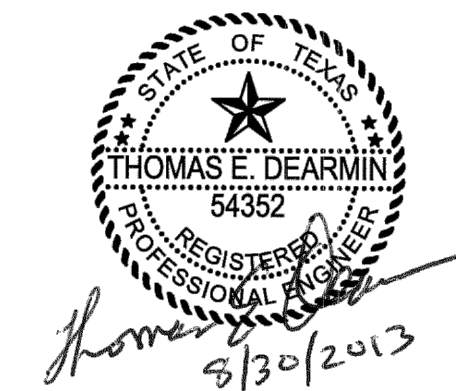
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MECHANICAL	
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M101	MECHANICAL OVERALL PLAN
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E001	ELECTRICAL GENERAL LEGEND
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EP501	SEQUENCE OF ELECTRICAL MAIN SERVICE CONNECTIONS
FIRE PROTECTION	
FS101	FIRE PROTECTION PLAN

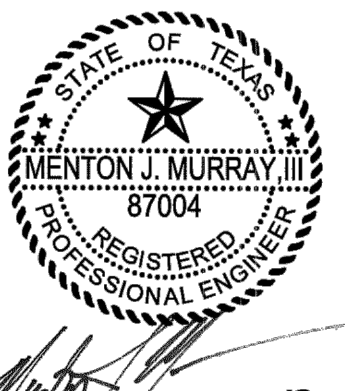
Hidalgo County Sheriff's Office -
Modifications to Incorporate Motorola
and 911 Equipment
Edinburg, Texas



Revision No.	Date	Description
1	08/30/2013	REVISION #1



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Issued: 08 / 30 / 13
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Checked By: ----
Scale: AS NOTED
Sheet Title

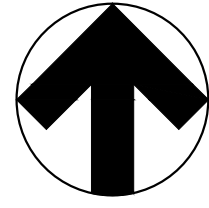
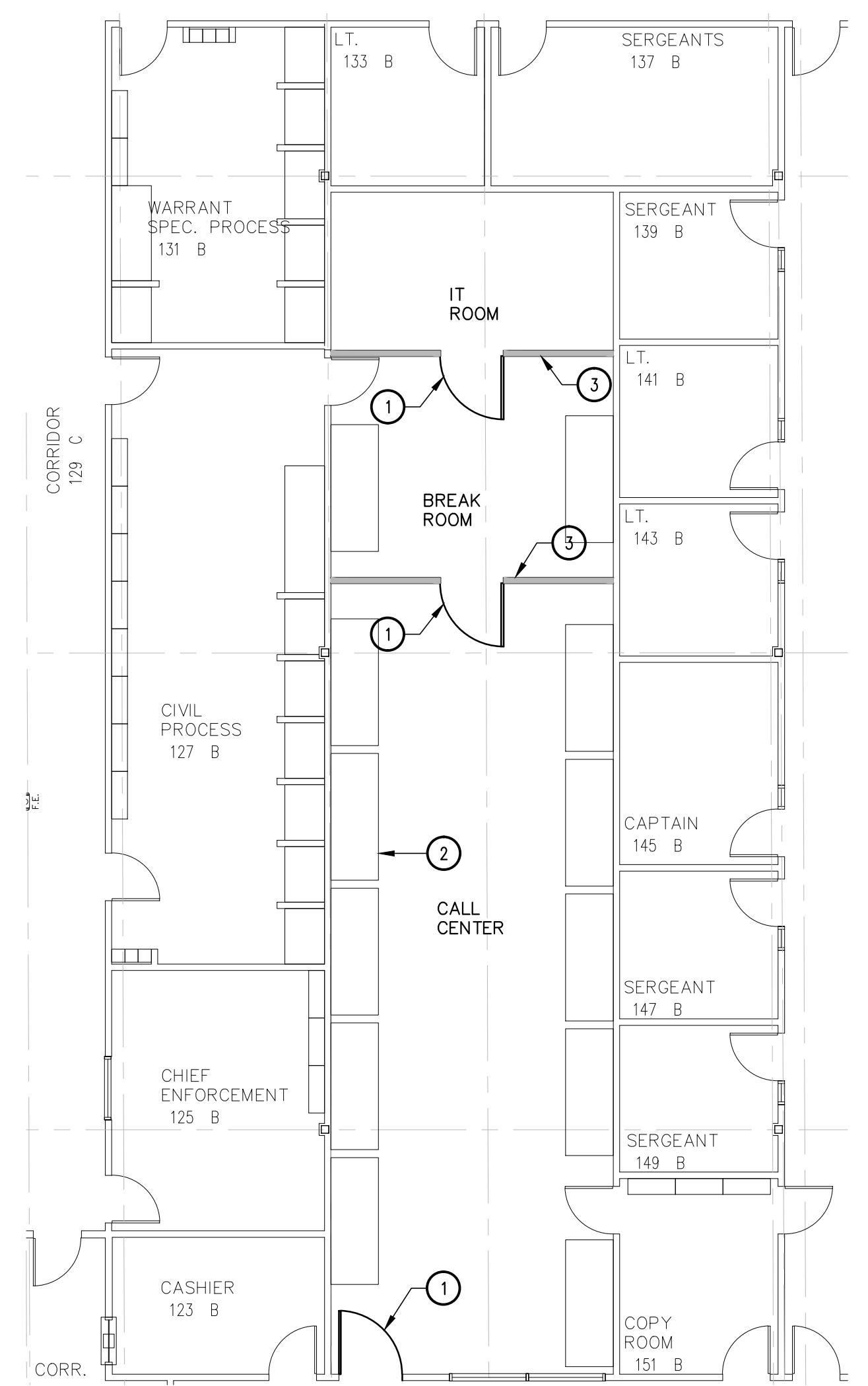
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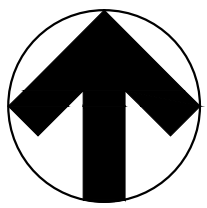
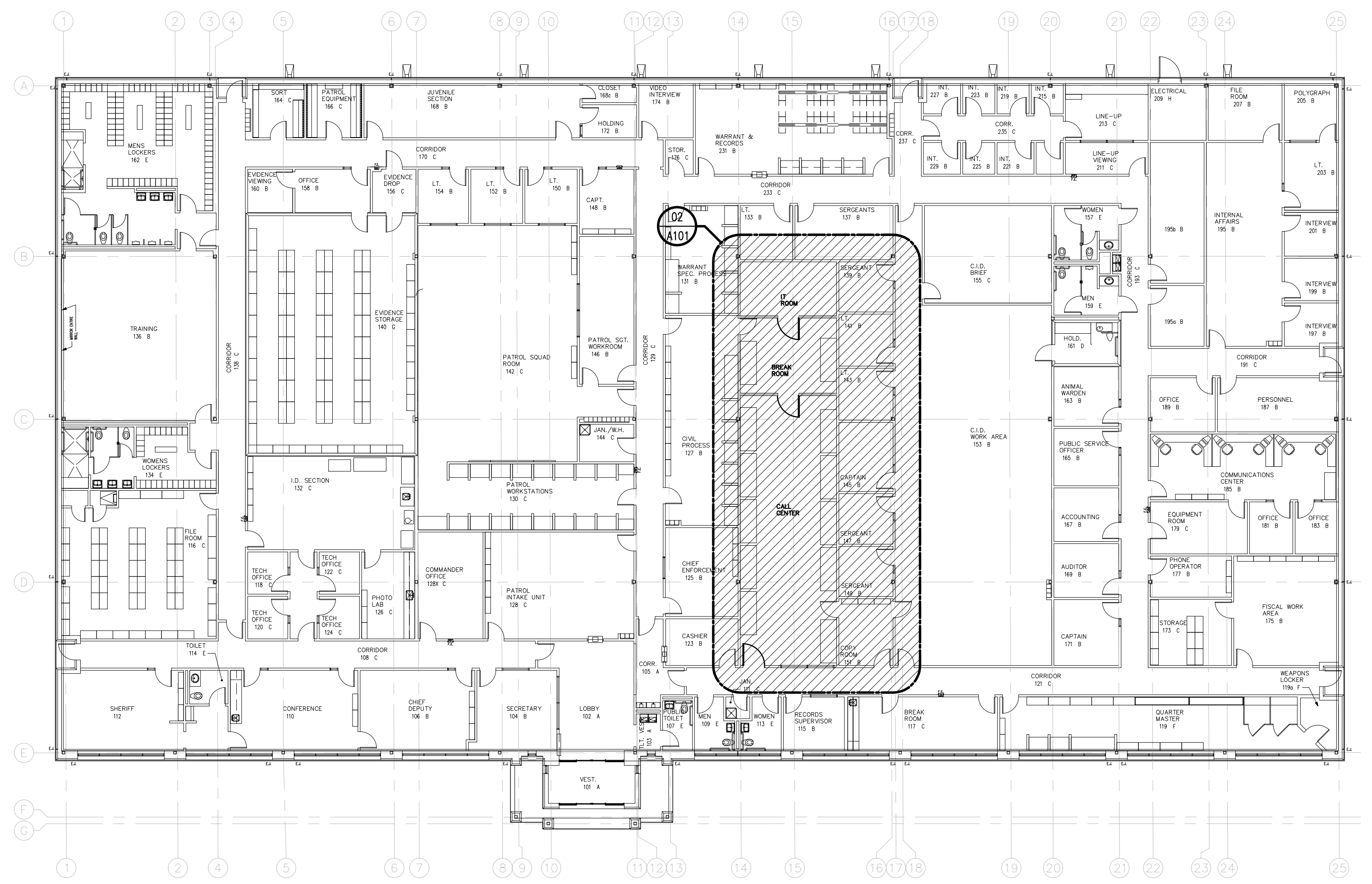
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02 ENLARGED ARCHITECTURAL FINISHES PLAN
 SCALE: 1/8" = 1'-0"



01 ARCHITECTURAL FINISHES OVERALL PLAN
 SCALE: 1/16" = 1'-0"

GENERAL ARCHITECTURAL NOTES:

- CONTRACTOR SHALL REMOVE ALL CEILING TILE AND GRID FROM 911 CALL CENTER WORK AREA. THE CALL CENTER, BREAK ROOM, AND IT ROOM SHALL RECEIVE NEW 2'x2' TILE AND GRID. CEILING TILE AND GRID IN OTHER AREAS SHALL BE REMOVED AS NECESSARY TO FACILITATE NEW MEP SYSTEMS INSTALLATION. THIS TILE SHALL BE SAFELY STORED FOR REUSE UPON INSTALLATION OF NEW SYSTEMS.
- CONTRACTOR SHALL REMOVE ALL GYPSUM BOARD FROM INSIDE FACE OF WALLS. EXISTING STUDS AND OUTSIDE FACE GYPSUM BOARD TO REMAIN. VACUUM DEBRIS FROM EXISTING STUD TRACK.
- WHERE DEMOLITION OF SYSTEMS LEAVES WALLS THAT DO NOT MATCH ADJACENT WALLS, OPENINGS SHALL BE PATCHED WITH EQUIVALENT MATERIAL AND PAINT IN A MATCHING COLOR. THIS WOULD BE TYPICAL OF REMOVED GRILLES, DIFFUSERS, THERMOSTATS, ETC.
- ALL GYPSUM BOARD FOR NEW WALLS AND WALLS TO BE RESURFACED SHALL BE PROVIDED BY OWNER. ADDITIONAL STUDS AS REQUIRED, TAPE, BEDDING, AND PAINT TO BE PROVIDED BY CONTRACTOR.
- ALL NEW AND RESURFACED GYPSUM BOARD WALLS SHALL BE INSTALLED PER GYPSUM BOARD MANUFACTURER'S STANDARDS. ALL JOINTS TO BE TAPED AND BEDDED AND WALLS FINISHED TO LEVEL 3 STANDARD. ALL NEW AND RESURFACED GYPSUM BOARD WALLS TO BE PAINTED WITH PRIMER AND TWO COATS LATEX PAINT.
- INSTALL RESILIENT WALL BASE ON ALL NEW AND RESURFACED GYPSUM BOARD WALLS. APPLY WALL BASE TO WALLS, COLUMNS, PILASTERS, CASEWORK AND CABINETS IN TOE SPACES, AND OTHER PERMANENT FIXTURES IN ROOMS AND AREAS WHERE BASE IS REQUIRED. INSTALL WALL BASE IN LENGTHS AS LONG AS PRACTICABLE WITHOUT GAPS AT SEAMS AND WITH TOPS OF ADJACENT PIECES ALIGNED. TIGHTLY ADHERE WALL BASE TO SUBSTRATE THROUGHOUT LENGTH OF EACH PIECE, WITH BASE IN CONTINUOUS CONTACT WITH HORIZONTAL AND VERTICAL SUBSTRATES. DO NOT STRETCH WALL BASE DURING INSTALLATION.
- ON ANY WORK SHOWN ON ENGINEERING DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
- ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION WITH STRUCTURAL ENGINEER 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 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.
- ALL NEW ROOF PENETRATIONS SHALL BE ROUTED THRU ANY EXISTING OPENING WHEREVER POSSIBLE. LARGER AND NEW OPENINGS SHALL BE KEPT TO A MINIMUM.
- CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL UNDERGROUND UTILITIES IN AREAS OF EXCAVATION WORK.
- CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- CONTRACTOR SHALL KEEP THE ENTIRE MEP DEMOLITION SITE CLEAN AT ALL TIMES.
- CONTRACTOR AND OWNER SHALL BE FULLY RESPONSIBLE TO IDENTIFY ANY AND ALL ASBESTOS PRESENT IN THE BUILDING PRIOR TO DEMOLITION AS REQUIRED BY LAW.
- COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO DEMOLITION IS MANDATORY.
- CONTRACTOR SHALL IDENTIFY ALL WATER CONNECTION LINES, NATURAL GAS LINES AND SANITARY SEWER LINES PRIOR TO COMMENCING DEMOLITION WORK.

KEY NOTES:

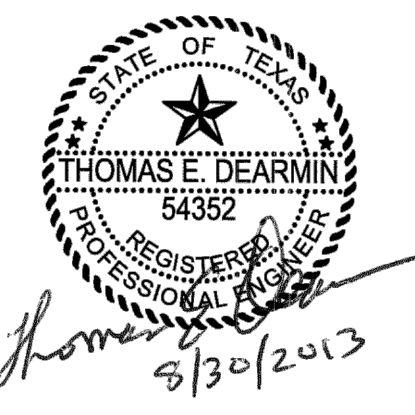
- INSTALL OWNER PROVIDED DOOR.
- INSTALL OWNER PROVIDED FURNITURE.
- INSTALL OWNER PROVIDED GYPSUM BOARD, FRAMING BY OWNER.

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
 and 911 Equipment
 Edinburg, Texas



HALFF
 5000 WEST MILITARY, SUITE 100
 EDINBURG, TEXAS 78541
 TEL: (361) 964-0288
 TOLL FREE: (800) 895-3132

Revision No.	Date	Description



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Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	CHAVEZ
Checked By:	T.D.
Scale:	AS NOTED
Sheet Title	ARCHITECTURAL PLAN
A101	Sheet Number

MECHANICAL GENERAL LEGEND

DUCTWORK SYMBOLS		PIPING SYMBOLS		MISCELLANEOUS SYMBOLS		GENERAL ABBREVIATIONS		GENERAL MECHANICAL NOTES	
DESCRIPTION	SINGLE LINE	DOUBLE LINE	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
ACCESS DOOR				CHWS CHWR HWS HWR PCWS PCWR SCWS SCWR	CHILLED WATER SUPPLY CHILLED WATER RETURN HOT WATER SUPPLY HOT WATER RETURN PRIMARY CHILLED WATER SUPPLY PRIMARY CHILLED WATER RETURN SECONDARY CHILLED WATER SUPPLY SECONDARY CHILLED WATER RETURN		DUCT STATIC PRESSURE SENSOR	AAV AFF AFMS AMB APD	AUTOMATIC AIR VALVE ABOVE FINISHED FLOOR AIR FLOW MEASURING STATION AMBIENT AIR PRESSURE DROP
BACKDRAFT DAMPER				PCWR SCWS SCWR	PRIMARY CHILLED WATER RETURN SECONDARY CHILLED WATER SUPPLY SECONDARY CHILLED WATER RETURN		CARBON DIOXIDE SENSOR	BD BF BFP BFV BHP BLV BOD BOP BOS BV	BLOWDOWN BLIND FLANGE BACKFLOW PREVENTER BUTTERFLY VALVE BRAKE HORSEPOWER BALANCING VALVE BOTTOM OF DUCT BOTTOM OF PIPE BOTTOM OF STEEL BALL VALVE
FIRE DAMPER				D D	DRAIN DIRECTION OF PITCH (DOWN)		HUMIDISTAT	CAP CCMS CENT CMBST CL CV CHWS CHWR	CAPACITY CENTRAL CONTROL MONITORING SYSTEM CENTRIFUGAL COMBUSTION AIR CENTERLINE CONTROL VALVE OR CONSTANT VOLUME CHILLED WATER SUPPLY CHILLED WATER RETURN
FLEXIBLE CONNECTION				D	DRAIN		RELATIVE HUMIDITY SENSOR	D DB DEG DIA DN DX	DIFFUSER OR DAMPER DRY BULB DEGREES DIAMETER DOWN DIRECT EXPANSION
MOTORIZED DAMPER				D	DIRECTION OF PITCH (DOWN)		THERMOSTAT OR TEMPERATURE SENSOR (MOUNT 48" AFF)	EAT EDB EFF ENT ESP EWB EWT	ENTERING AIR TEMPERATURE ENTERING DRYBULB TEMPERATURE EFFICIENCY ENTERING EXTERNAL STATIC PRESSURE ENTERING WET BULB ENTERING WATER TEMPERATURE
CONTROL DAMPER				D	DIRECTION OF PITCH (DOWN)		TIME CLOCK	FLA FLX FM FWL	FLOW CONTROL VALVE FULL LOAD AMP FLEXIBLE FLOW METER FIXED WALL LOUVER
VOLUME DAMPER, MANUAL				D	DIRECTION OF PITCH (DOWN)		FREEZESTAT	GR GV	GRILLE GATE VALVE
DUCT ELBOW WITH TURNING VANES				D	DIRECTION OF PITCH (DOWN)		DIFFUSER, GRILLE OR REGISTER MARK	HZ	CYCLES PER SECOND (HERTZ)
DUCT SECTION - SUPPLY AIR				D	DIRECTION OF PITCH (DOWN)		AIR FLOW (CFM) RECTANGULAR FACE SIZE (WHERE APPLICABLE)	KW	KILOWATT
DUCT SECTION - EXHAUST AIR				D	DIRECTION OF PITCH (DOWN)		DIRECTION OF SECTION IDENTIFYING NUMBER OR LETTER FOR SECTIONS.	LAT	LEAVING AIR TEMPERATURE
DUCT SECTION - RETURN, OUTSIDE, OR RELIEF AIR				D	DIRECTION OF PITCH (DOWN)		NUMBER OF REFERENCE DRAWING WHERE SECTION IS SHOWN.	LDB	LEAVING DRYBULB TEMPERATURE
DUCT, INCLINED DROP				D	DIRECTION OF PITCH (DOWN)		NUMBER OF REFERENCE DRAWING WHERE DETAIL IS SHOWN.	LWT	LEAVING WATER TEMPERATURE
DUCT, INCLINED RISE				D	DIRECTION OF PITCH (DOWN)		ENLARGED DETAIL REFERENCE		
FLEXIBLE DUCT - ROUND				D	DIRECTION OF PITCH (DOWN)		MATCHLINE		
DUCT TRANSITION				D	DIRECTION OF PITCH (DOWN)		LINE WITH HATCHING DESIGNATES DEMOLITION WORK		
DUCT TRANSITION (SQUARE OR RECTANGULAR TO ROUND)				D	DIRECTION OF PITCH (DOWN)				
RECTANGULAR DUCT, SIZE IN INCHES, FIRST DIMENSION IS SIDE SHOWN (NET CLEAR INSIDE DIMENSION)				D	DIRECTION OF PITCH (DOWN)				
ROUND DUCT, DIAMETER IN INCHES (NET CLEAR INSIDE DIMENSION)				D	DIRECTION OF PITCH (DOWN)				
AIR FLOW IN DIRECTION OF ARROW				D	DIRECTION OF PITCH (DOWN)				
45° BRANCH TAKE-OFFS				D	DIRECTION OF PITCH (DOWN)				
CONICAL LATERAL BRANCH TAKE-OFFS				D	DIRECTION OF PITCH (DOWN)				
CEILING SUPPLY DIFFUSERS				D	DIRECTION OF PITCH (DOWN)				
CEILING RETURN GRILLE/REGISTER				D	DIRECTION OF PITCH (DOWN)				
CEILING EXHAUST FAN (EF-)				D	DIRECTION OF PITCH (DOWN)				
CEILING EXHAUST GRILLE/REGISTER				D	DIRECTION OF PITCH (DOWN)				
SIDEWALL SUPPLY GRILLE/REGISTER				D	DIRECTION OF PITCH (DOWN)				
SIDEWALL RETURN/EXHAUST GRILLE/REGISTER				D	DIRECTION OF PITCH (DOWN)				
EXTRACTOR				D	DIRECTION OF PITCH (DOWN)				
DUCT TEE WITH SPLITTER DAMPER				D	DIRECTION OF PITCH (DOWN)				
DOOR UNDERCUT				D	DIRECTION OF PITCH (DOWN)				
DOOR LOUVER				D	DIRECTION OF PITCH (DOWN)				

AIRFLOW DIAGRAM SYMBOLS

EQUIPMENT ABBREVIATIONS

AHU ACU ACCU AS B BCU CC CF CH CP CRAC CROU CT CWP EDH DC EF EH ET F FCU	AIR HANDLING UNIT AIR CONDENSING UNIT AIR COOLED CONDENSING UNIT AIR SEPARATOR BOILER BLOWER COIL UNIT COOLING COIL CHEMICAL FEEDER CHILLER CONDENSOR PUMP COMPUTER ROOM AIR CONDITIONER COMPUTER ROOM CONDENSING UNIT COOLING TOWER CHILLED WATER PUMP ELECTRIC DUCT HEATER DUST COLLECTOR EXHAUST FAN ELECTRIC HEATER EXPANSION TANK FILTER FAN COIL UNIT
FCB FPB GFUH HC HWP OAH L P PP PTAC RH RHEF RTU SDB SP ST VAV VFD	FAN COIL CONDENSING UNIT FAN POWER BOX GAS FIRED UNIT HEATER HOT WATER HEATING COIL HOT WATER PUMP OUTSIDE AIR HOOD LOUVER PUMP PRIMARY PUMP PACKAGE TERMINAL AIR CONDITIONING RELIEF HOOD RELIEF HOOD EXHAUST FAN ROOF TOP UNIT SINGLE DUCT BOX SECONDARY PUMP CHILLED WATER STORAGE TANK VARIABLE AIR VOLUME BOX VARIABLE FREQUENCY DRIVE

1. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
2. THE 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 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 REWORK SHALL BE AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL HANG AND INSTALL ALL DUCTWORK TIGHT WITH THE BUILDING STRUCTURE WHEN FEASIBLE 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.
4. CONTRACTOR SHALL INSTALL ALL EXHAUST SYSTEMS, INCLUDING FANS AND EXHAUST DUCTS. PROVIDE COMPLETE NEW SYSTEMS AS INDICATED.
5. CONTRACTOR SHALL PROVIDE ALL CEILING DIFFUSERS AS SHOWN. CONNECT EACH DIFFUSER TO THE MAIN DISTRIBUTION DUCT 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.
6. CONTRACTOR SHALL PROVIDE ALL DUCTWORK REQUIRED TO COMPLETE THE HVAC SYSTEM. FIT 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.
7. CONTRACTOR SHALL SUPPLY AND INSTALL FIRE DAMPERS AND ACCESS DOORS IN THE HORIZONTAL DUCTS WHERE THEY PENETRATE FIRE BARRIERS.
8. CONTRACTOR SHALL PROVIDE FIRE DAMPERS IN ALL DIFFUSERS AND GRILLES LOCATED IN FIRE RATED CEILINGS. ALL HALLWAY DIFFUSERS AND GRILLES SHALL BE INSTALLED WITH FIRE DAMPERS. ALL DIFFUSERS AND GRILLES SHOWN WITH A CIRCLED "F" SHALL BE EQUIPPED WITH FIRE DAMPERS.
9. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE DRILLED OR SAWED WHERE 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 6000 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.
10. 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.
11. 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.
12. 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), AND BUTTERFLY DAMPERS. CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A COMPLETE BALANCING REPORT WHICH INCLUDES VOLUME, ROOM REFERENCE AND ZONE VOLUME TOTALS.
13. MOUNT ALL THERMOSTATS (SENSORS) 48" ABOVE THE FINISHED FLOOR LEVEL UNLESS NOTED OTHERWISE. THERMOSTATS SHOWN SHALL BE IN CONTROL OF THE ZONE SYSTEM WHICH IS SUPPLYING AIR TO THE AREA WHERE THE THERMOSTAT IS LOCATED. CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF EACH THERMOSTAT WITH THE ROOM FINISHES AND USES. CONTRACTOR SHALL SUPPLY AND INSTALL ALL CONTROL VOLTAGE WIRING AND CONDUIT FOR THERMOSTAT (DDC CONTROL) INSTALLATION.
14. CONTRACTOR SHALL COORDINATE THE FINAL LOCATIONS OF ALL CEILING DIFFUSERS WITH LIGHTING INSTALLATIONS AND ARCHITECTURAL REFLECTED CEILING PLANS. MOVE THE DIFFUSER LOCATIONS IF REQUIRED TO AVOID OBSTRUCTIONS FROM DUCTWORK AND LIGHT FIXTURES. COORDINATE RELOCATION WITH ENGINEER.
15. 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.
16. ALL PIPING SHALL BE INSULATED AND JACKETED. REFER TO THE SPECIFICATIONS. CONDENSER COILS ARE TO BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.
17. VERIFY THE LOCATION OF ALL WALLS, PARTITIONS, DOORS, CABINETS, AND CEILINGS FROM ACTUAL FIELD MEASUREMENTS.
18. PROVIDE SMOKE DETECTOR AND SHUTDOWN CONTROLS ON AIR HANDLERS AND SUPPLY FANS. SMOKE DETECTORS SHALL BE PROVIDED, INSTALLED AND WIRED FOR SHUT DOWN BY DIVISION 16. PROVIDE BOTH SUPPLY AND RETURN SIDE DEVICES.

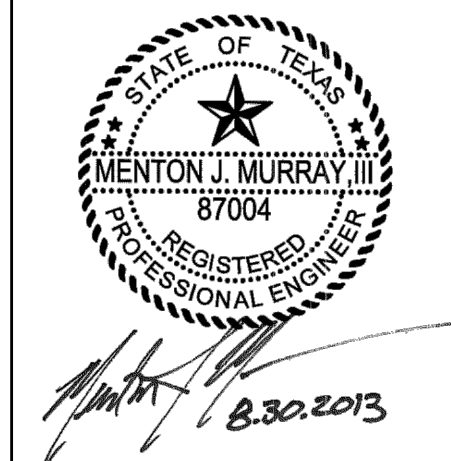
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Hidalgo County Sheriff's Office -
Modifications to Incorporate Motorola
and 911 Equipment
 Edinburg, Texas



HALFF
 5000 WEST MILITARY, SUITE 100
 EDINBURG, TEXAS 78541
 TEL: (361) 964-0288
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 TBPE FIRM #F-312

Revision No.	Date	Description

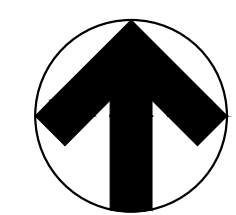
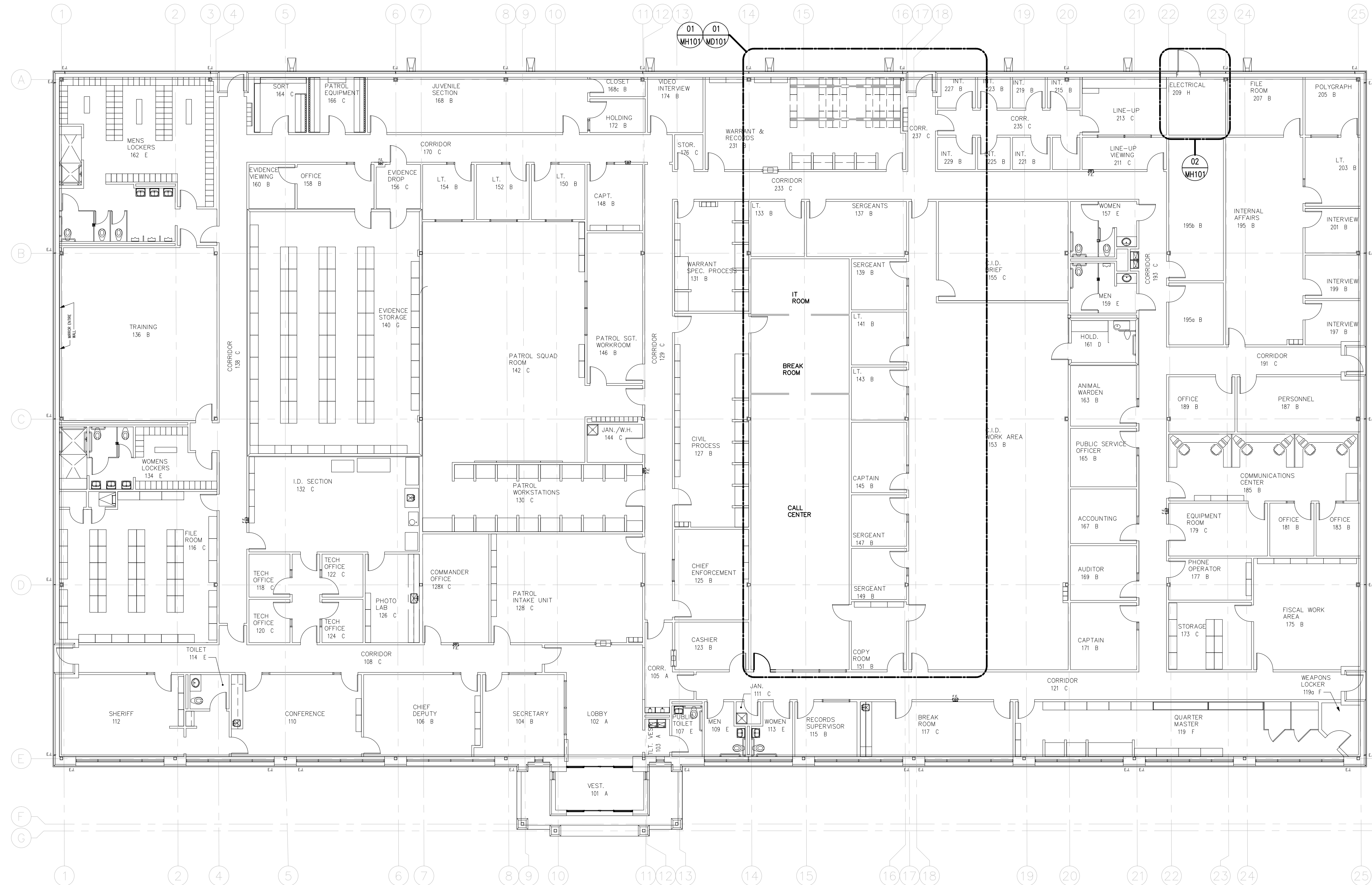


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Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	MH / BB
Checked By:	TM
Scale:	AS NOTED
Sheet Title	MECHANICAL GENERAL LEGEND
M001	Sheet Number

GENERAL NOTES:

1. REFER TO SHEET MH001 FOR GENERAL MECHANICAL NOTES.



01 MECHANICAL OVERALL PLAN
SCALE: 3/32" = 1'-0"

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Revision No.	Date	Description



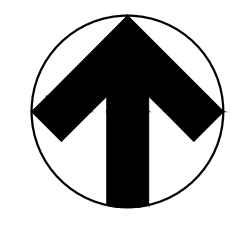
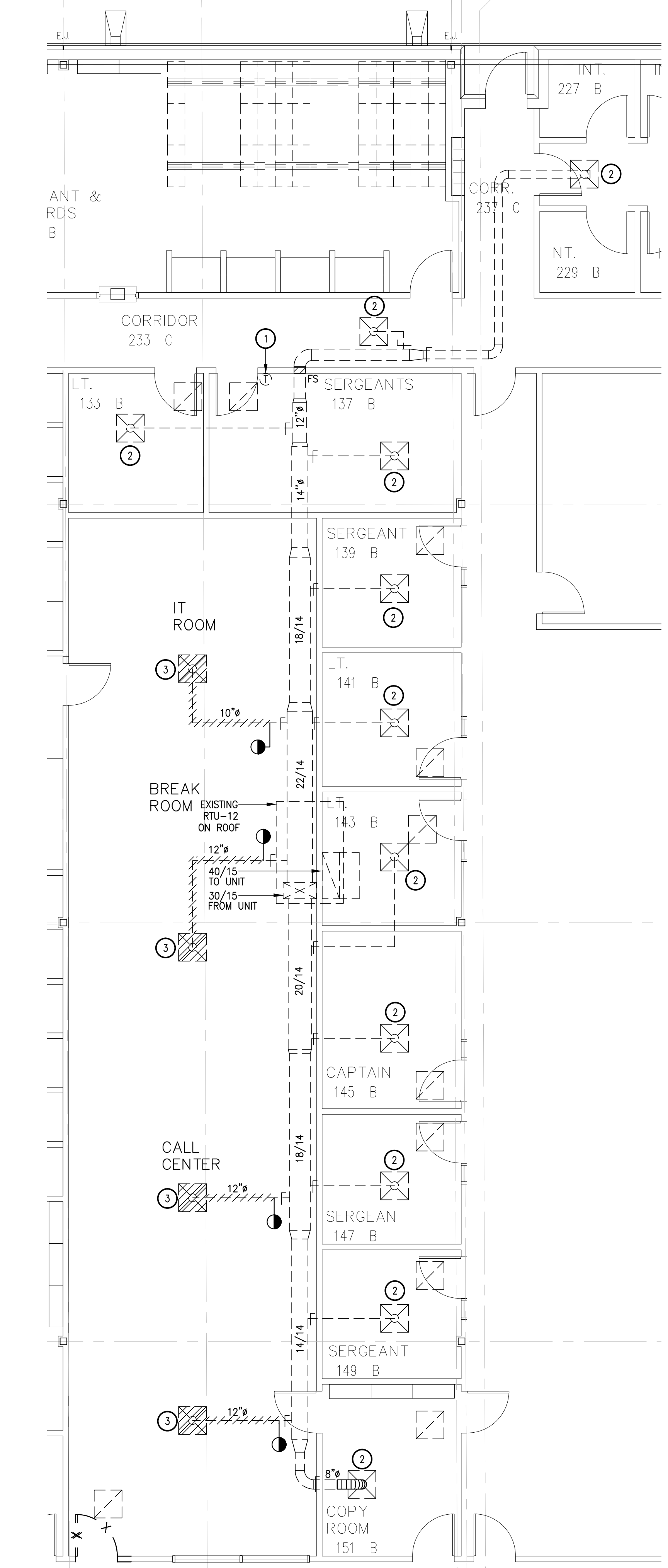
Menton J. Murray III
8.30.2013
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Sheet Title	

MECHANICAL OVERALL PLAN

M101
Sheet Number

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01 ENLARGED EXISTING MECHANICAL PLAN
 SCALE: 3/16" = 1'-0"

GENERAL DEMOLITION NOTES:

1. INFORMATION ON THE PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND/OR ARCHITECT.
2. 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. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET CODE REQUIREMENTS AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. AN ASBESTOS SURVEY SHALL BE KEPT ON SITE AT ALL TIMES PER TEXAS DEPARTMENT OF HEALTH REQUIREMENTS.
3. ALL DUST PRODUCTION, SMOKE PRODUCTION AND NOISE SHALL BE SUBJECT TO REAL TIME REVIEW BY THE ARCHITECT. WORK SHALL BE SHUT DOWN DURING CRITICAL ACTIVITIES BY FORMAL REQUEST FROM THE DESIGNATED AUTHORITY OR CONTRACTING ARCHITECT. WORK IN DUSTY AREAS SHALL BE CONTROLLED WITH TEMPORARY PARTITIONS. FLAME CUTTING SHALL BE MINIMIZED TO ELIMINATE SMOKE PRODUCTION. PROVIDE FIRE EXTINGUISHERS IN THE IMMEDIATE AREA.
4. GENERAL CONTRACTOR SHALL BE ADVISED OF ALL NEW PROPOSED ROOF OPENINGS BY ANY SUB-CONTRACTOR.
5. ON ANY WORK SHOWN ON MECHANICAL DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT APPROVED PATCHING MATERIALS.
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 WITH STRUCTURAL ENGINEER 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 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. ALL SURFACES COVERED BY "SPRAY POLY" AND PROTECTED BY TEMPORARY PARTITIONS SHALL REMAIN PROTECTED THROUGHOUT THE PROJECT. REMOVE THE PROTECTIVE BARRIERS ONLY AFTER THE NEW EQUIPMENT PIPING AND DUCTWORK IS INSTALLED. PATCH AND MAINTAIN THE PROTECTIVE BARRIERS DURING CONSTRUCTION. COVER ALL EQUIPMENT OPENINGS WITH 4 MIL. POLY AND DUCT TAPE IN PLACE.
8. ALL NEW ROOF PENETRATIONS SHALL BE ROUTED THRU ANY EXISTING OPENING WHEREVER POSSIBLE. LARGER AND NEW OPENINGS SHALL BE KEPT TO A MINIMUM.
9. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL UNDERGROUND UTILITIES IN AREAS OF EXCAVATION WORK.
10. CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAIVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
11. CONTRACTOR SHALL KEEP THE ENTIRE MEP DEMOLITION SITE CLEAN AT ALL TIMES.
12. CONTRACTOR AND OWNER SHALL BE FULLY RESPONSIBLE TO IDENTIFY ANY AND ALL ASBESTOS PRESENT IN THE BUILDING PRIOR TO DEMOLITION AS REQUIRED BY LAW.
13. COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO DEMOLITION IS MANDATORY.
14. CONTRACTOR SHALL IDENTIFY ALL WATER CONNECTION LINES, NATURAL GAS LINES AND SANITARY SEWER LINES PRIOR TO COMMENCING DEMOLITION WORK.

KEY NOTES:

1. EXISTING TEMPERATURE SENSOR SHALL BE REMOVED TO BE RELOCATED. PATCH AND SEAL TO MATCH EXISTING CONDITIONS.
2. EXISTING DIFFUSERS SHALL BE RE-BALANCED. REFER TO SHEET MH101 FOR NEW AIRFLOW REQUIREMENTS.
3. REMOVE DIFFUSER AND ASSOCIATED FLEX DUCT AND BRANCH DUCT TO LOCATION SHOWN ON PLANS.

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
 and 911 Equipment
 Edinburg, Texas



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Scale:	AS NOTED
Sheet Title	EXISTING MECHANICAL PLAN

MD101
 Sheet Number

TRANSFER FAN SCHEDULE														
MARK	CFM	SERVICE	LOCATION	TYPE	RPM	EXT SP (IN WG)	HP	DRIVE	VOLTAGE	MAX. SONES	CONTROL	MFR.	MODEL	NOTES
TF-1	465	ELECTRICAL 209	PLENUM	CABINET	1023	0.3	178w	DIRECT	120/1	0.8	THERMOSTAT	L. COOK	GN-720	ALL

NOTES

- FAN SHALL HAVE INTEGRAL DISCONNECT SWITCH FROM FACTORY.
- PROVIDE PREMIUM EFFICIENT MOTOR.
- MOUNT WITH NEOPRENE ISOLATORS.
- FAN SHALL BE PROVIDED WITH FAN SPEED CONTROLLER.
- OPERATED VIA EXISTING THERMOSTAT. INTERLOCK TRANSFER FAN WITH EXISTING EXHAUST FAN.

CRAC UNIT SCHEDULE		
INDOOR UNIT MARK	CRAC-1	CRAC-2
MAX SUPPLY CFM	1320	1320
FAN MOTOR HP	0.27	0.27
TOTAL COOLING CAP. (BTUH)	32,700	32,700
SENSIBLE COOLING CAP. (BTUH)	28,000	28,000
REHEAT CAPACITY (KW)	5.5	5.5
HUMIDIFIER INPUT POWER (KW)	1	1
VOLTAGE/PHASE	208-230/1	208-230/1
MCA	37.5	37.5
MAX. FUSE SIZE	40	40
FLA	30	30
MANUFACTURER	LIEBERT	LIEBERT
MODEL NO.	DME037E	DME037E
WEIGHT (LBS)	365	365

CONDENSING UNIT MARK	CU-1	CU-2
VOLTAGE/PHASE	208-230/1	208-230/1
MCA	23.8	23.8
MAX. FUSE SIZE (AMPS)	40	40
AMB. AIR TEMP. (°F)	95	95
REFRIGERANT	R-407C	R-407C
MANUFACTURER	LIEBERT	LIEBERT
MODEL NO.	PFH037A-PL7	PFH037A-PL7
WEIGHT (LBS)	241	351

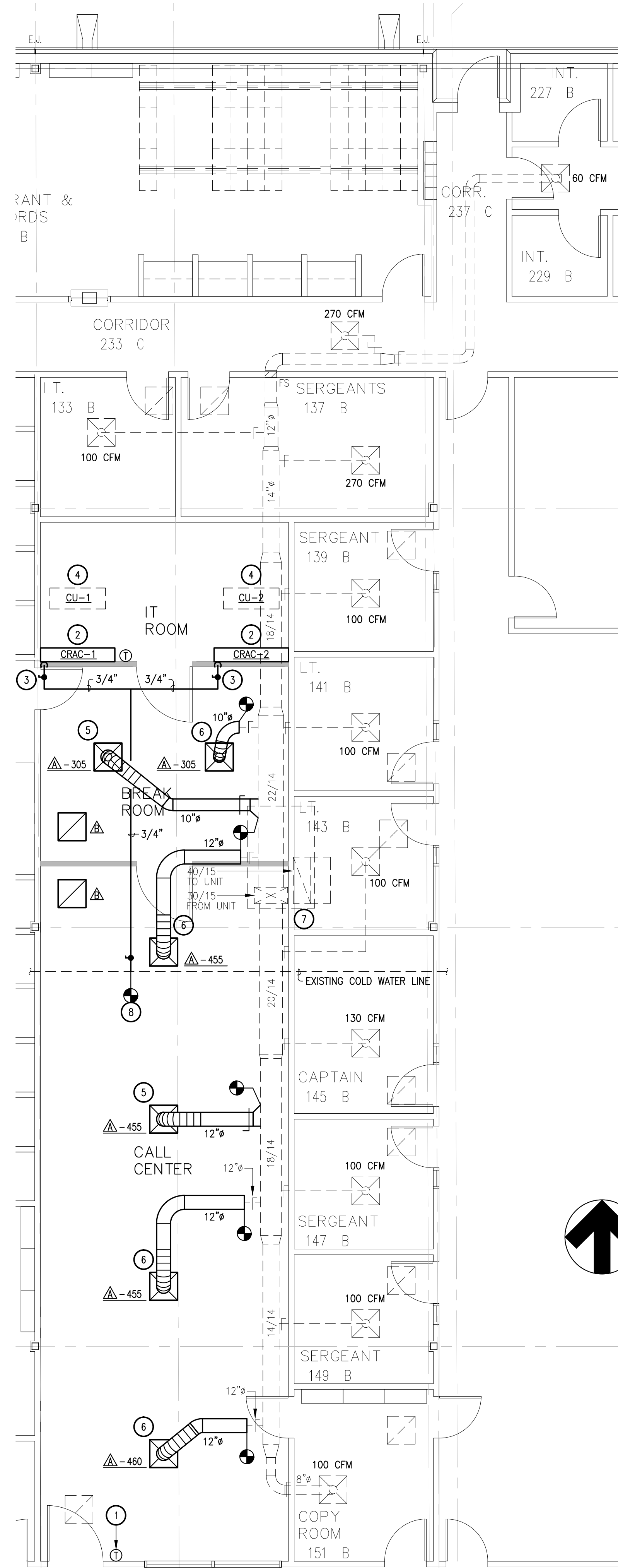
NOTES

- PROVIDE NON-LOCKING DISCONNECT AT EVAPORATOR AND CONDENSER.
- PROVIDE AUTO-CHANGEOVER SWITCH (AC-4) TO STAGE UNITS.
- PROVIDE LIEBERT WALL-BOX CONTROL.
- INCLUDE HUMIDIFIER & ELECTRIC REHEAT PACKAGE.
- PROVIDE DUAL FLOAT CONDENSATE PUMP.
- BOTH LIQUID AND SUCTION LINES MUST BE INSULATED.
- INSTALL PER MANUFACTURER'S INSTRUCTIONS AND PIPING RECOMMENDATIONS.
- CONFIGURE ALARMS PER OWNER'S REQUIREMENTS.

GRILLE/DIFFUSER/REGISTER SCHEDULE					
MARK	SERVICE	DESCRIPTION	MANUFACTURER MODEL NO.	MAX. NO. LEVEL (1)	REMARKS
A	SUPPLY	24"X24" PERFORATED FACE, ALUMINUM CEILING SUPPLY DIFFUSER WITH BORDER FOR LAY-IN CEILING, 4-WAY THROW, ROUND NECK, NECK SIZE AS INDICATED BELOW.	TITUS PAS-AA	30	#26 WHITE FINISH
B	RETURN	24"X24" PERFORATED FACE, ALUMINUM CEILING RETURN DIFFUSER WITH BORDER FOR LAY-IN CEILING.	TITUS PAR-AA	35	#26 WHITE FINISH
C	RETURN	SURFACE MOUNTED RETURN GRILLE WITH 3/4" SPACING. ALUMINUM CONSTRUCTION, 35 DEGREES DEFLECTION.	TITUS 350FL	30	#26 WHITE FINISH

AIR OUTLET DESIGNATION ON PLANS	
MARK	NECK/FLEXIBLE CONNECTION
△ - 200	0-185 6"
←	186-270 8"
→	271-360 10"
↔	361-470 12"
↔	471-570 14"
↔	571-680 16"

MARK → △ - 200 ← AIR FLOW (CFM)
 12 X 8 ← RECTANGULAR FACE SIZE (WHERE APPLICABLE)



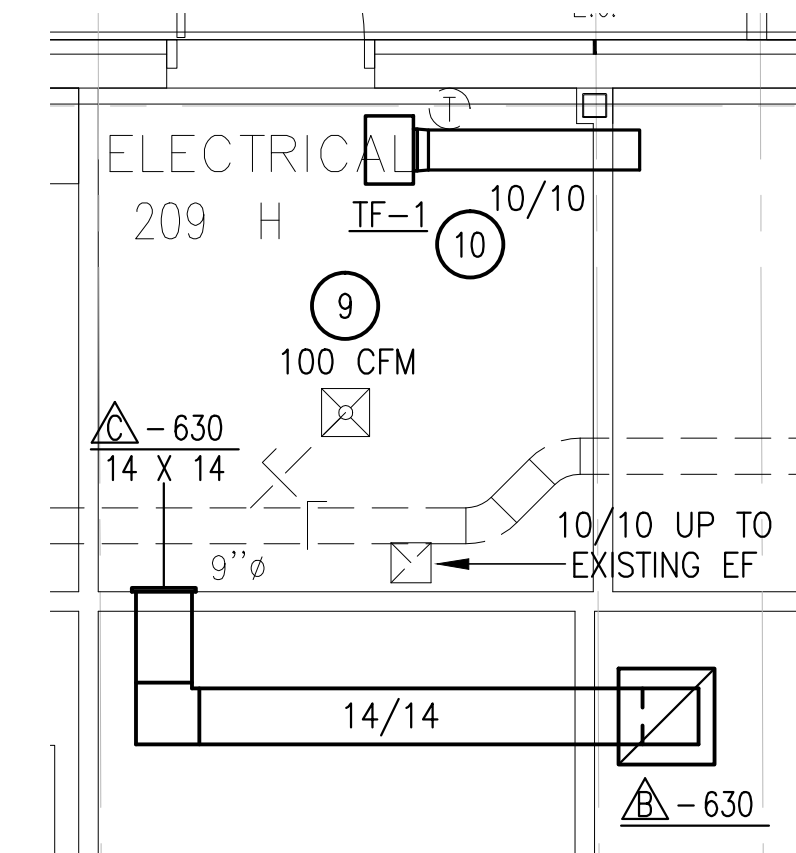
01 ENLARGED MECHANICAL PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

- REFER TO SHEET MH001 FOR GENERAL MECHANICAL NOTES.
- RE-BALANCE RTU-12 TO VALUES SHOWN ON PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING EXISTING RTU (COILS, FAN, INTERNAL PATH, ETC.) COMPLETE AND PROVIDING NEW BELTS, SHEAVES, ETC. AS REQUIRED TO ESTABLISH NEW AIRFLOWS. ALL DAMPERS/ACTUATORS SHALL BE VERIFIED OPERATIONALLY (AND BE REPLACED AS NEEDED). ALL OTHER COMPONENT AND SAFETIES SHALL BE VERIFIED OPERATIONALLY.
- FIELD VERIFY ALL EXISTING CONDITIONS.

KEY NOTES:

- RELOCATED TEMPERATURE SENSOR FROM SERGEANTS-137. NEW CONDUCTORS SHALL BE ROUTED IN CONCEALED LOCATIONS.
- COMBINE 3/4" CONDENSATE DRAIN LINES FROM CRAC UNIT'S CONDENSATE PUMP AND ROUTE ABOVE CEILING TO JAN/WH-144. TERMINATE AT MOP BASIN. DRAIN LINE SHALL BE RATED FOR 212°F. FIRE CAULK AND SEAL ANY IT ROOM PENETRATIONS.
- CONNECT 3/4" PIPE TO CRAC UNIT HUMIDIFIER USING REDUCER AS REQUIRED. PROVIDE AN ISOLATION VALVE AT EACH UNIT FOR SERVICEABILITY. FIRE CAULK AND SEAL ANY IT ROOM PENETRATIONS.
- CONDENSING UNIT ON ROOF. PROVIDE NEW EQUIPMENT CANT FOR CONDENSING UNIT. PATCH ROOF AT NEW CANT LOCATIONS AND ROOF PENETRATIONS WATERIGHT. COORDINATE EXACT LOCATION WITH EXISTING ROOF JOISTS AND CEILING STRUCTURE BELOW. ALL ROOFING WORK SHALL BE PERFORMED IN ACCORDANCE WITH EXISTING ROOF WARRANTY TO MAINTAIN THIS WARRANTY. FIRE CAULK AND SEAL ANY IT ROOM PENETRATIONS.
- PROVIDE NEW DIFFUSER AND ROUTE DUCTWORK AS SHOWN ON PLAN. PROVIDE NEW TAP AND DAMPER AT MAIN BRANCH DUCT. RE-INSULATE MAIN DUCTWORK AS NECESSARY.
- PROVIDE NEW DIFFUSER AND ROUTE DUCTWORK AS SHOWN. CONNECT TO EXISTING BRANCH DUCT. RE-INSULATING BRANCH DUCT AS NECESSARY.
- PLUG CONDENSATE DRAIN OPENING ON SOUTHERN WALL OF RTU, ON ROOF, SO THAT CONDENSATE DOES NOT LEAK ONTO ROOF.
- TAP NEW WATERLINE WITH AN ISOLATION VALVE INTO EXISTING COLD WATER LINE AND ROUTE PIPE TO CRAC UNITS.
- RE-BALANCE DIFFUSER IN ELECTRICAL ROOM TO SUPPLY 100 CFM.
- SECURE TRANSFER FAN AND ASSOCIATED DUCTWORK TIGHT TO STRUCTURE.



02 ENLARGED MECHANICAL PLAN
SCALE: 1/4" = 1'-0"

Hidalgo County Sheriff's Office -
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 Edinburg, Texas



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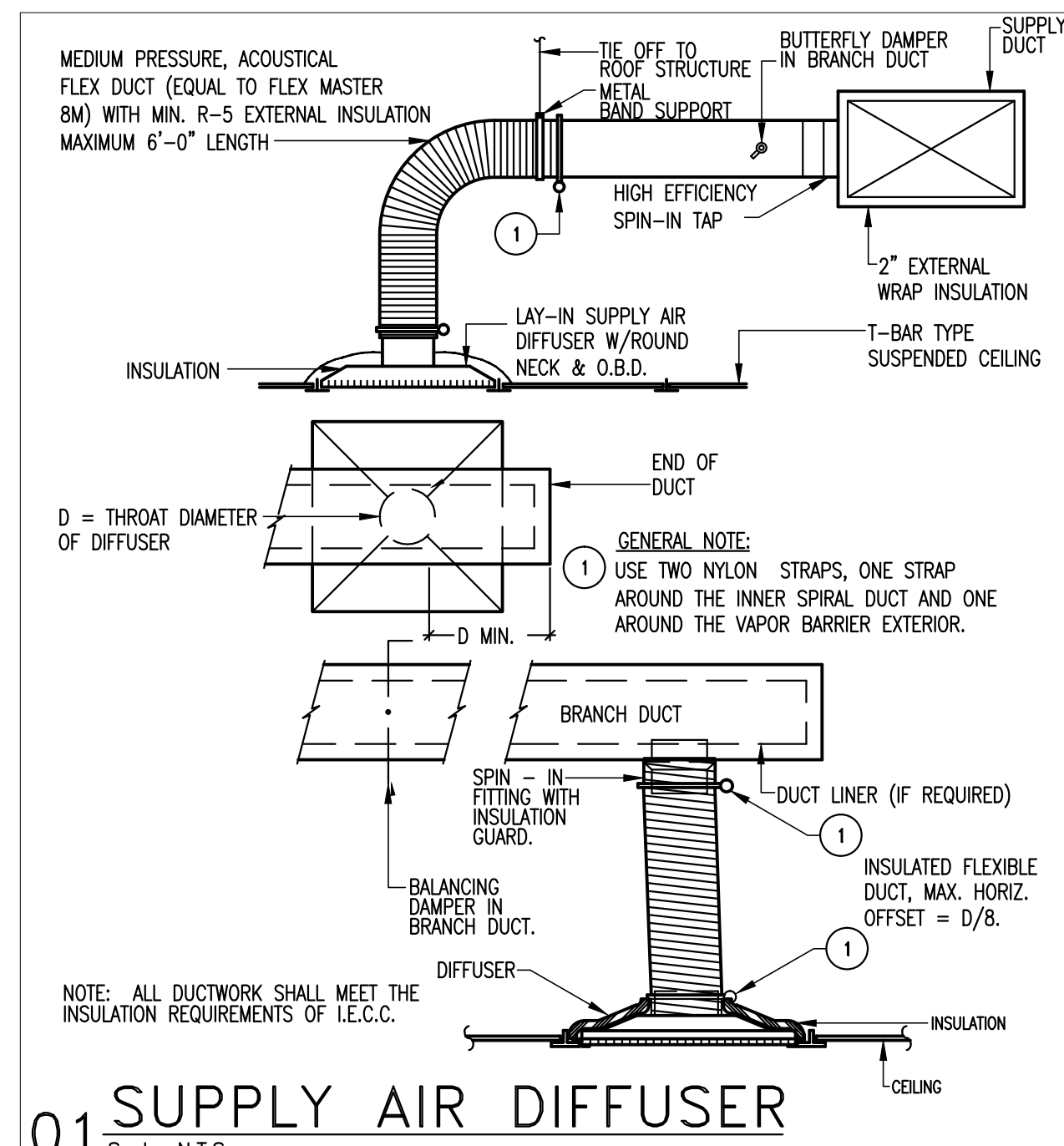


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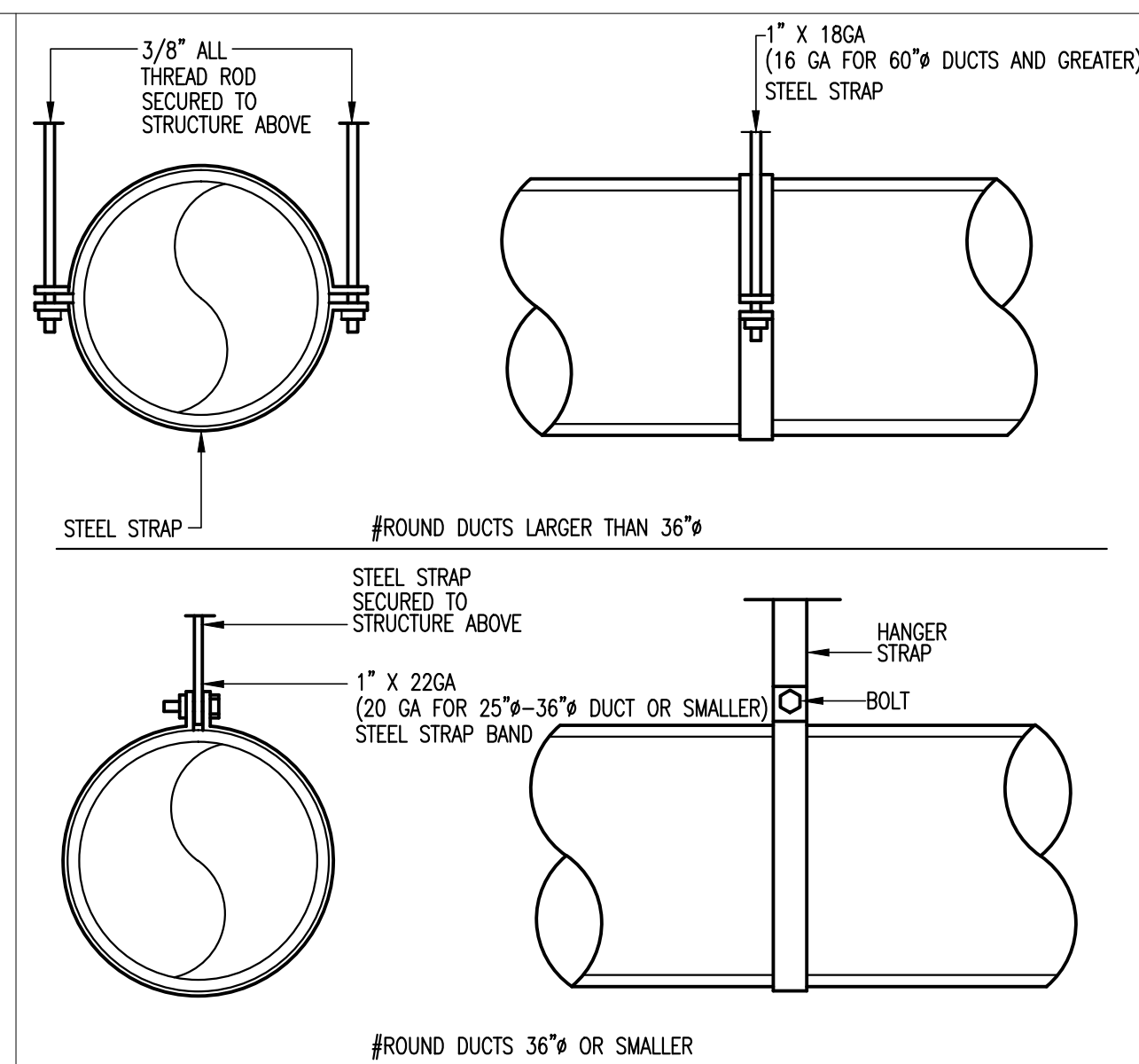
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Sheet Title	

ENLARGED MECHANICAL PLAN

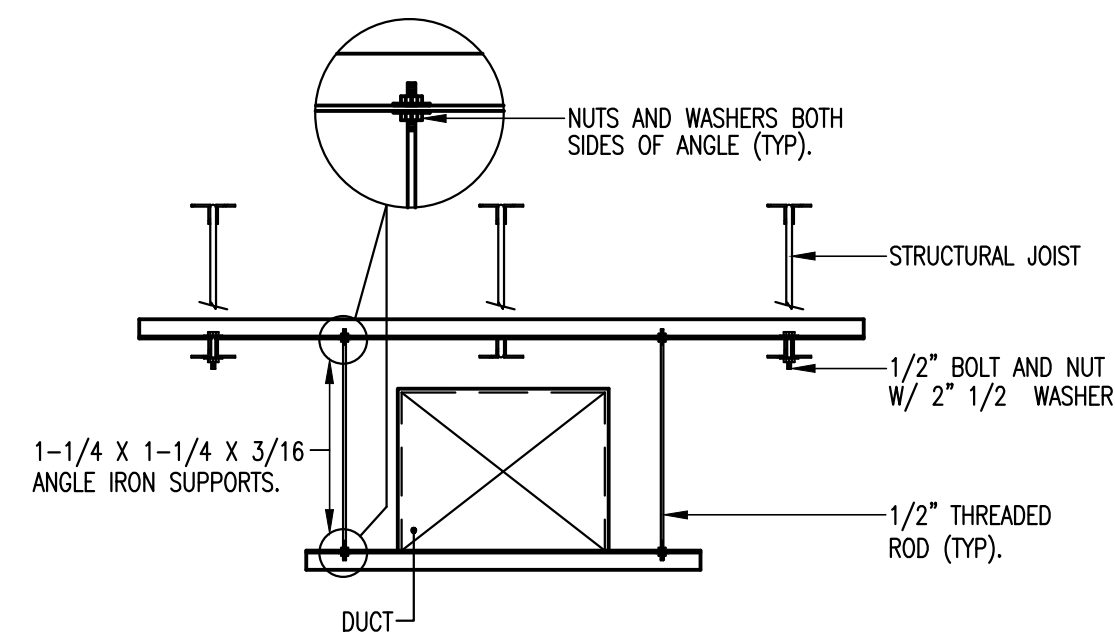
MH101
 Sheet Number



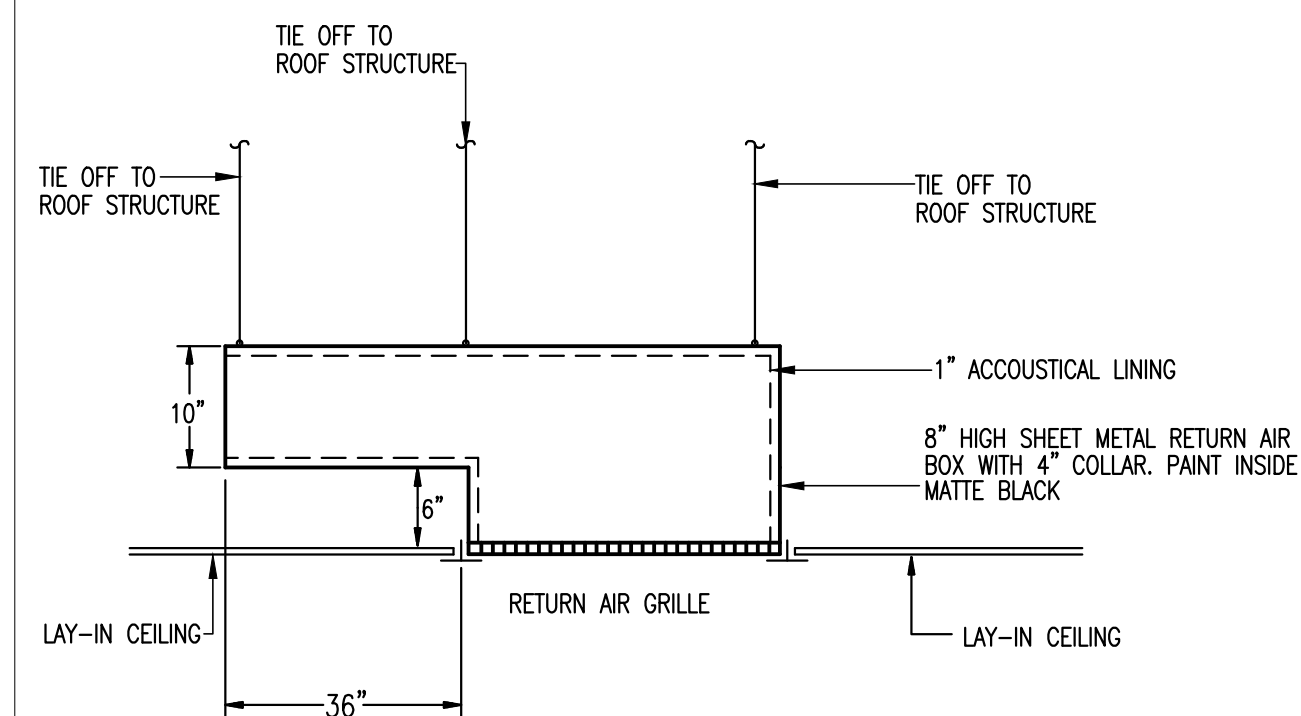
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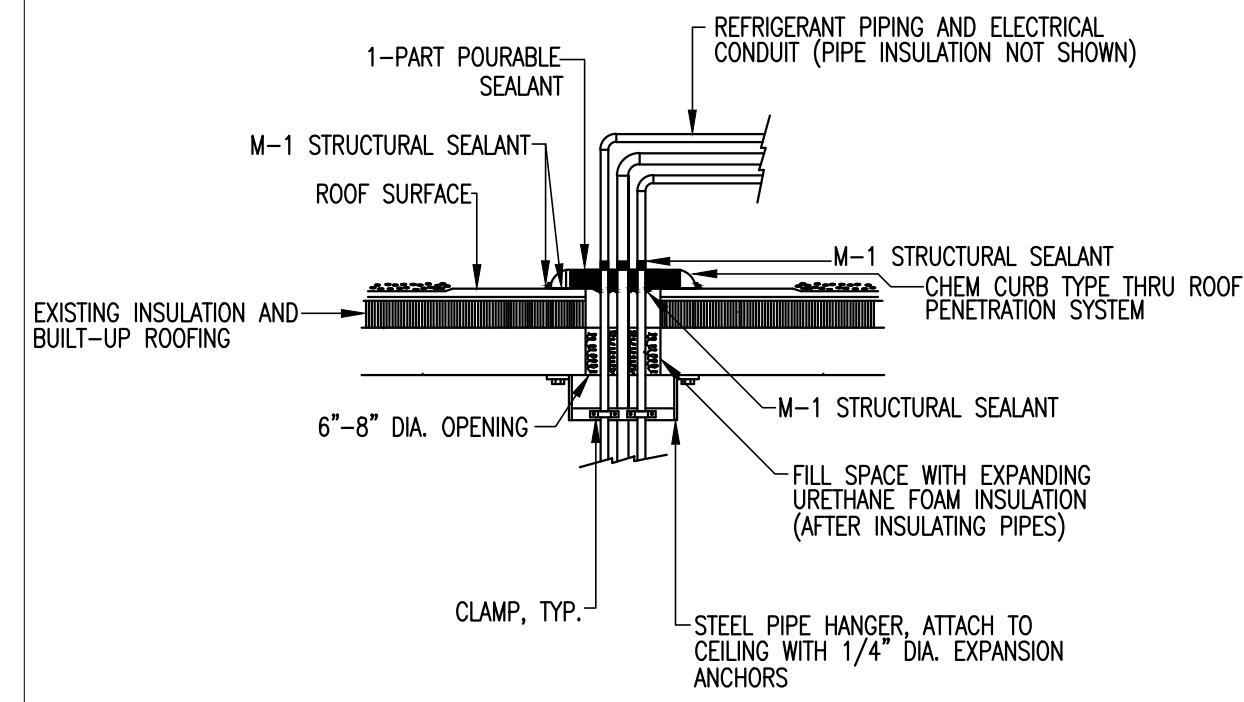
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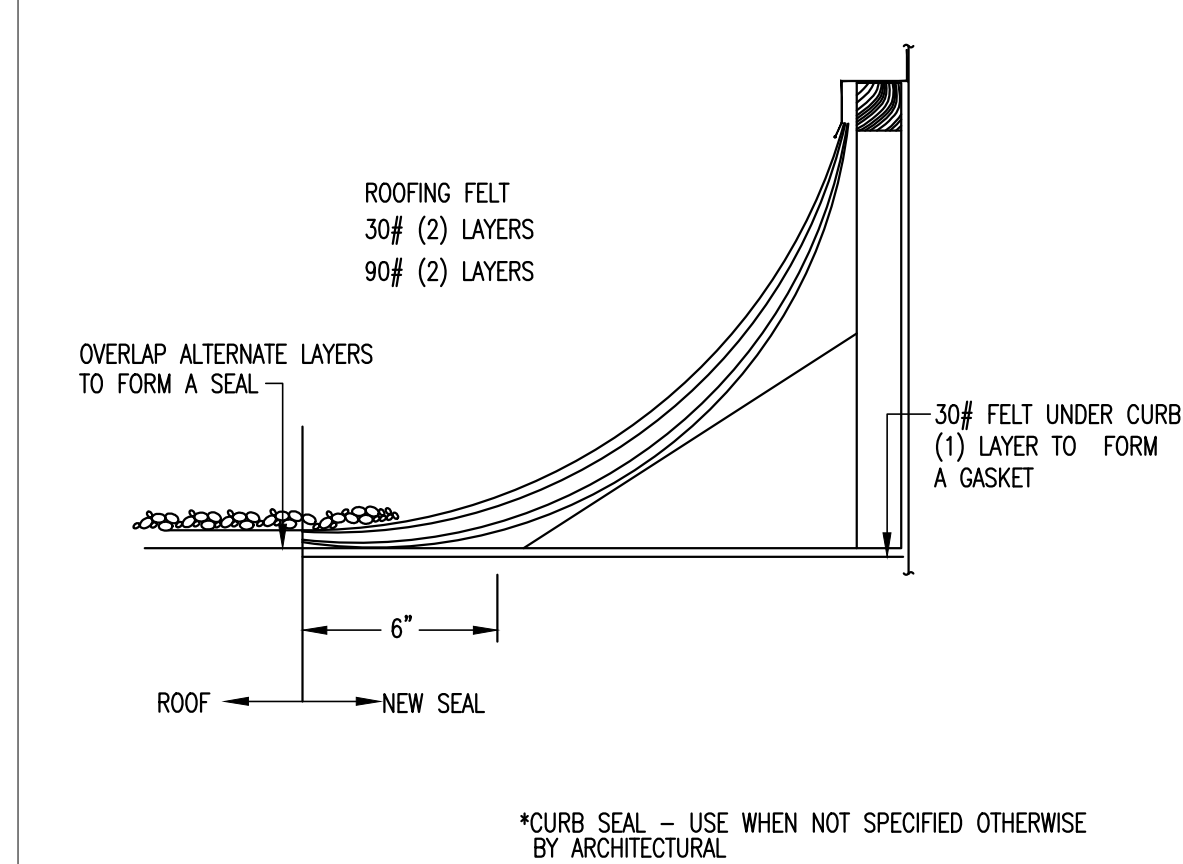
03 DUCT HANGER DETAIL
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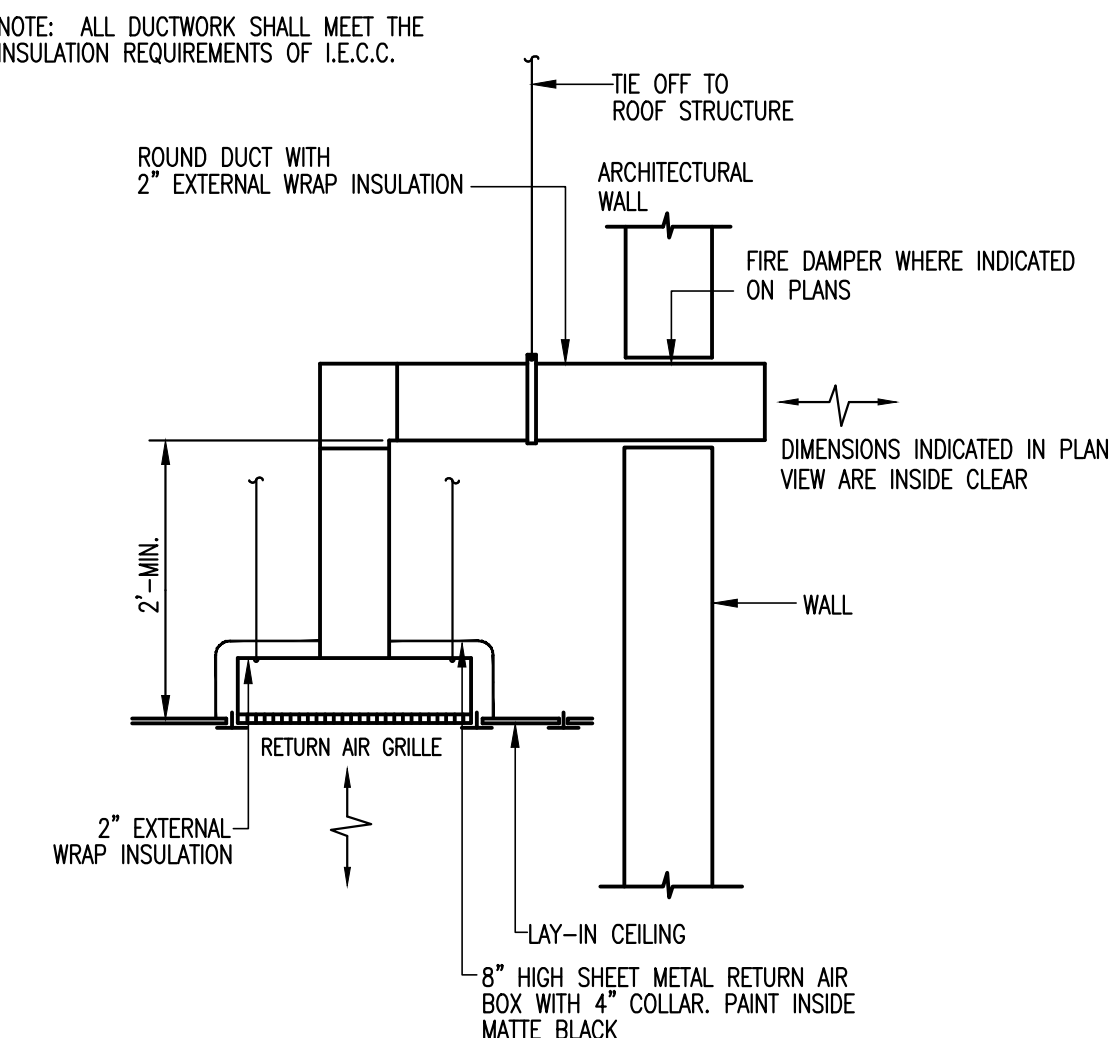
04 RETURN AIR BOOT DETAIL
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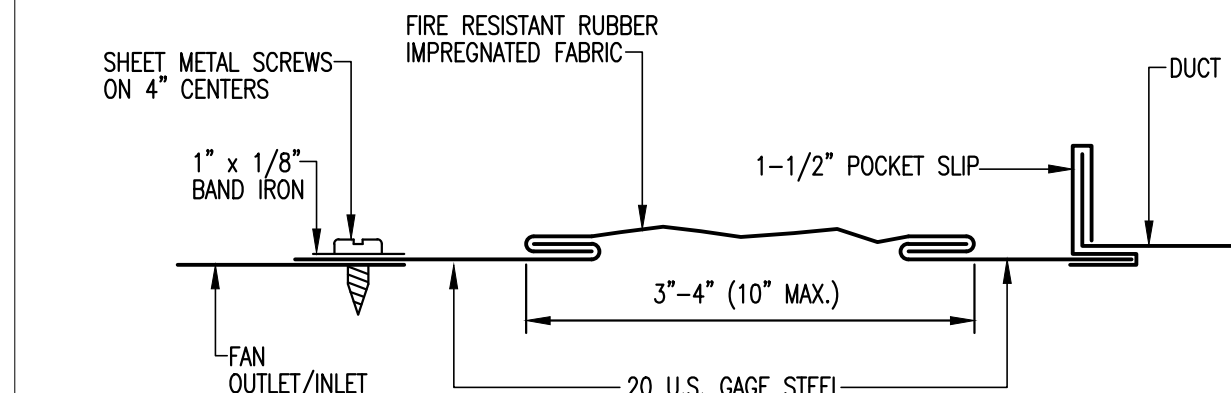
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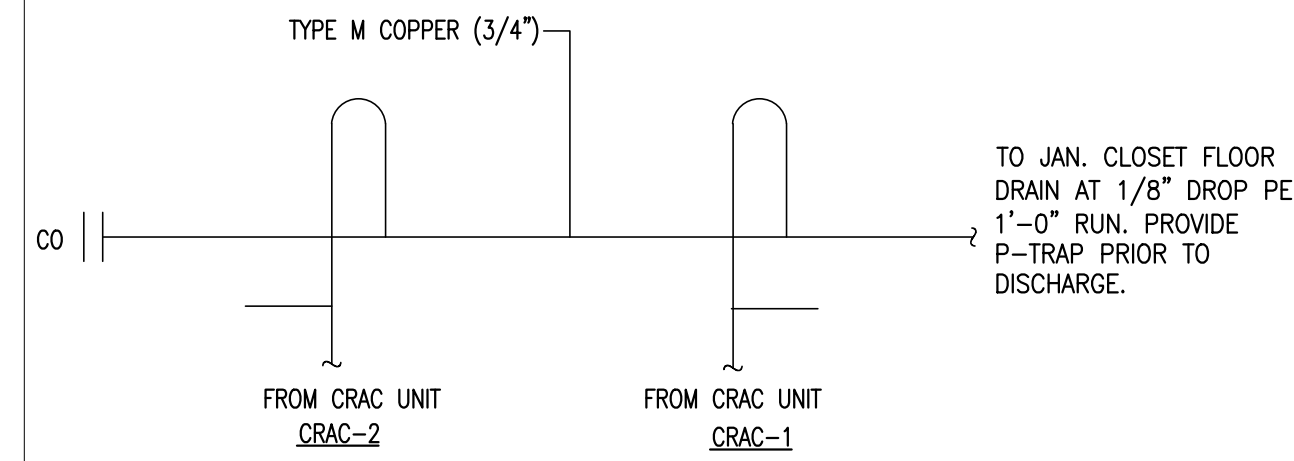
06 CURB SEAL
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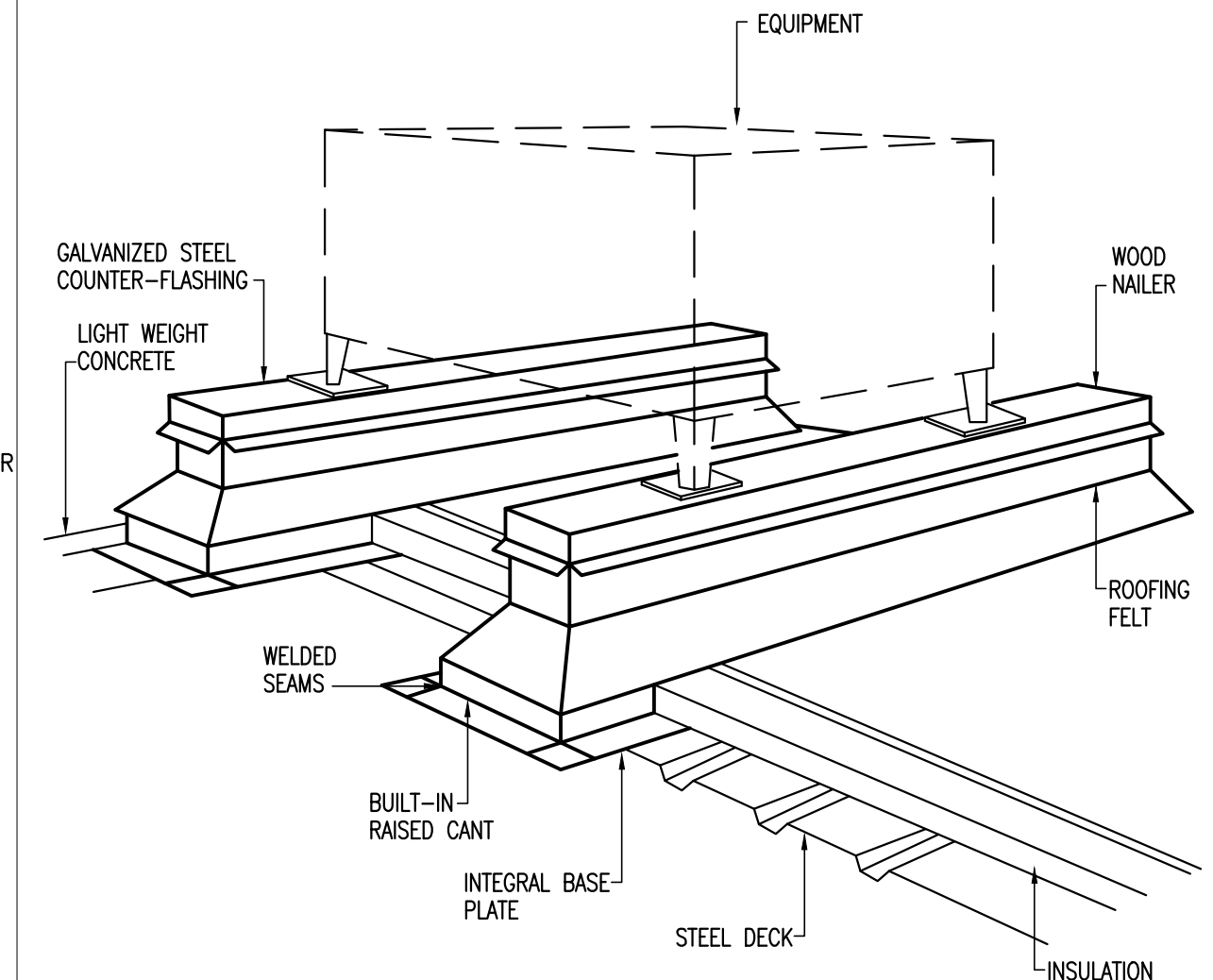
07 TRANSFER DUCT DETAIL
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08 FLEXIBLE CONNECTION DETAIL
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09 CONDENSATE DRAIN DETAIL
Scale: N.T.S.



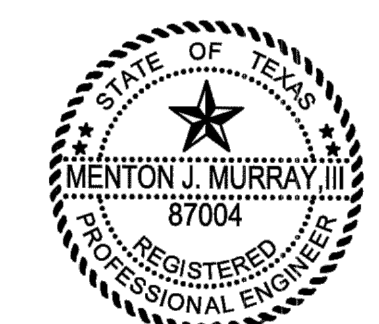
10 RAISED CANT EQUIPMENT SUPPORT DETAIL
Scale: N.T.S.

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MECHANICAL DETAILS

MH201
Sheet Number

ELECTRICAL GENERAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)	SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)	SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
LIGHTING			POWER			FIRE ALARM		
	2'x4' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.		DUPLEX RECEPTACLE - 20A/125V/1P/3W/G NEMA 5-20R	15" AFF		FIRE ALARM PULL STATION	48" AFF
	2'x4' FLUORESCENT LIGHT FIXTURE WITH EMERGENCY BATTERY	SEE FIX. SCH.		DUPLEX RCPT. GFI/WATER PROOF - 20A/125V/1P/3W/G NEMA 5-20R	15" AFF		FIRE ALARM AUDIBLE/VISUAL SIGNAL	80" AFF
	2'x2' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.		QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE)	15" AFF		FIRE ALARM AUDIBLE SIGNAL	80" AFF
	2'x2' FLUORESCENT LIGHT FIXTURE WITH EMERGENCY BATTERY	SEE FIX. SCH.		ISOLATED GROUND QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE)	15" AFF		FIRE ALARM VISUAL SIGNAL	80" AFF
	FLUORESCENT STRIP LIGHT	SEE FIX. SCH.		ISOLATED GROUND DUPLEX RECEPTACLE - 20A/125V NEMA 5-20R	15" AFF		FIRE ALARM SPRINKLER FLOW SWITCH	-
	FLUORESCENT STRIP LIGHT WITH EMERGENCY BATTERY	SEE FIX. SCH.		SPECIAL PURPOSE RECEPTACLE (NEMA NO. OR RATING AS INDICATED)	15" AFF		FIRE ALARM SPRINKLER TAMPER SWITCH	-
	LED, FLUORESCENT, OR HID FIXTURE CLG. OR WALL MTD.	SEE FIX. SCH.		JUNCTION BOX - SIZE & MOUNTING AS REQUIRED	15" AFF		FIRE ALARM SMOKE DETECTOR CEILING OR WALL MOUNTED	80" AFF
	FLUORESCENT, OR HID FIXTURE WITH EMERGENCY BATTERY CLG. OR WALL MTD.	SEE FIX. SCH.		DISCONNECT SWITCH - 30/-/3 INDICATES 30A, 3-POLE, NONFUSED; 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.		HEAT DETECTOR CEILING OR WALL MOUNTED	-
	EMERGENCY FIXTURE	SEE FIX. SCH.		DISCONNECT SWITCH - 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE	AS REQD.		DUCT SMOKE DETECTOR	-
	EXIT LIGHT, CEILING OR WALL MOUNTED - SHADING INDICATING SINGLE OR DOUBLE FACE; DIRECTIONAL ARROWS AS INDICATED	9" BFC		PANELBOARD	-		FIRE ALARM CONTROL PANEL	-
	SINGLE POLE	48" AFF		TRANSFORMER	-		P.A. SPEAKER, CEILING OR WALL MOUNTED	9" BFC, UNO
	3-WAY/4-WAY TOGGLE SWITCH	48" AFF		MOTOR	-			
	CEILING MOUNT OCCUPANCY SENSOR (DUAL TECHNOLOGY CEILING SENSOR) - BASIS OF DESIGN: SENSOR SWITCH #CM-PDT-9-R	-		SINGLE LINE CONTINUATION	-			
	LIGHTING CONTACTOR, NEMA-1, W/H.O.A. SWITCH			CIRCUIT HOME RUN TO PANELBOARD (2 #12, 1 #12G, 3/4" C. 20A/1P CB UNO)	-			
	CORNER WALL MOUNT OCCUPANCY SENSOR (DUAL TECHNOLOGY CEILING/WALL SENSOR) - BASIS OF DESIGN: SENSOR SWITCH #WVR-PDT-2P-W			THERMOSTAT WALL MOUNTED - STUB 1/2" ABOVE CEILING FROM OUTLET BOX. COORDINATE EXACT LOCATION AND HEIGHT WITH MECHANICAL DIVISION.	-			
				TELECOMMUNICATION MAIN GROUNDING BAR				
						TELECOMMUNICATION		
							TELEPHONE/DATA OUTLET. WALL MOUNTED - STUB MIN. 3/4" C. ABOVE ACCESSIBLE CEILING	15" AFF
							TELEPHONE OUTLET. WALL MOUNTED - STUB MIN. 3/4" C. ABOVE ACCESSIBLE CEILING	15" AFF
							DATA OUTLET. WALL MOUNTED - STUB MIN. 3/4" C. ABOVE ACCESSIBLE CEILING	15" AFF
							TELEPHONE OUTLET. WALL MOUNTED - MIN. STUB 3/4" C. ABOVE ACCESSIBLE CEILING	48" AFF
						FIRE SUPPRESSION SYSTEM		
				ADDRESSABLE FIRE SUPPRESSION CONTROL PANEL	-		WIRELESS ACCESS POINT(POE)	-
				AGENT RELEASING ACTUATOR	-		TELEVISION OUTLET. CLG. OR WALL MOUNTED - STUB 3/4" C. ABOVE ACCESSIBLE CEILING	-
				KEYED MAINTENANCE/BYPASS SWITCH	-		TELEPHONE BOARD	-
				ADDRESSABLE RELEASING MODULE WITHIN 36" OF ACTUATOR	-		J-HOOKS	-
				ABORT SWITCH	-		RELAY	-
				ADDRESSABLE AGENT RELEASING MONITOR	-			
				FIRST ALARM ELECTRIC BELL	-			
				PRE-DISCHARGE HORN STROBE	-			
				DISCHARGE STROBE	-			
				ADDRESSABLE PHOTOELECTRIC SMOKE DETECTOR	-			

GENERAL ABBREVIATIONS

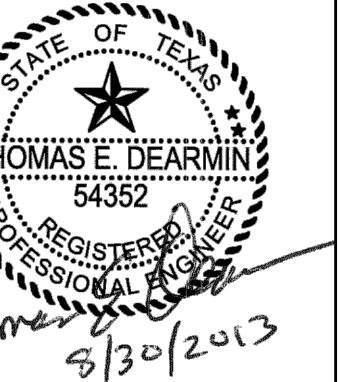
ABS	ABOVE BACK SPLASH	EX	EXISTING	IG	ISOLATED GROUND	NL	NIGHT LIGHT	SW	SWITCH
AFF	ABOVE FINISHED FLOOR	F	FUSE	MTD	MOUNT OR MOUNTED	NO (N.O.)	NORMALLY OPEN	UF	UNDERFLOOR
BFC	BELOW FINISHED CEILING	G	GROUND (EQUIPMENT)	NC (N.C.)	NORMALLY CLOSED	RCPT(S)	RECEPTACLE(S)	UG	UNDERGROUND
C	CONDUIT	GFI	GROUND FAULT INTERRUPTER	NF	NONFUSED	PNL	PANEL	WG	WIRE GUARD
CB	CIRCUIT BREAKER	HCC	HORIZONTAL CROSS CONNECT	NIC	NOT IN CONTRACT	SO (S.O.)	SPACE ONLY	WP	WEATHERPROOF
CLG	CEILING	IC	INTERRUPTING CAPACITY	TYP	TYPICAL	SP	SPARE	XFMR	TRANSFORMER
EC	EMPTY CONDUIT	ICC	INTERMEDIATE CROSS CONNECT	EP	ELECTRICAL PRIMARY	ST (S.T.)	SHUNT TRIP	UNO	UNLESS NOTED OTHERWISE

NOTES:
1. 48" AFF INDICATES TO TOP OF DEVICE;
15" AFF INDICATES TO BOTTOM OF DEVICE;
ALL OTHER MOUNTING HEIGHTS REFER TO CENTERLINE OF DEVICE.

Hidalgo County Sheriff's Office -
Modifications to Incorporate Motorola
and 911 Equipment
Edinburg, Texas



Revision No.	Date	Description
1	08/30/2013	REVISION #1



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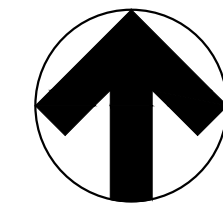
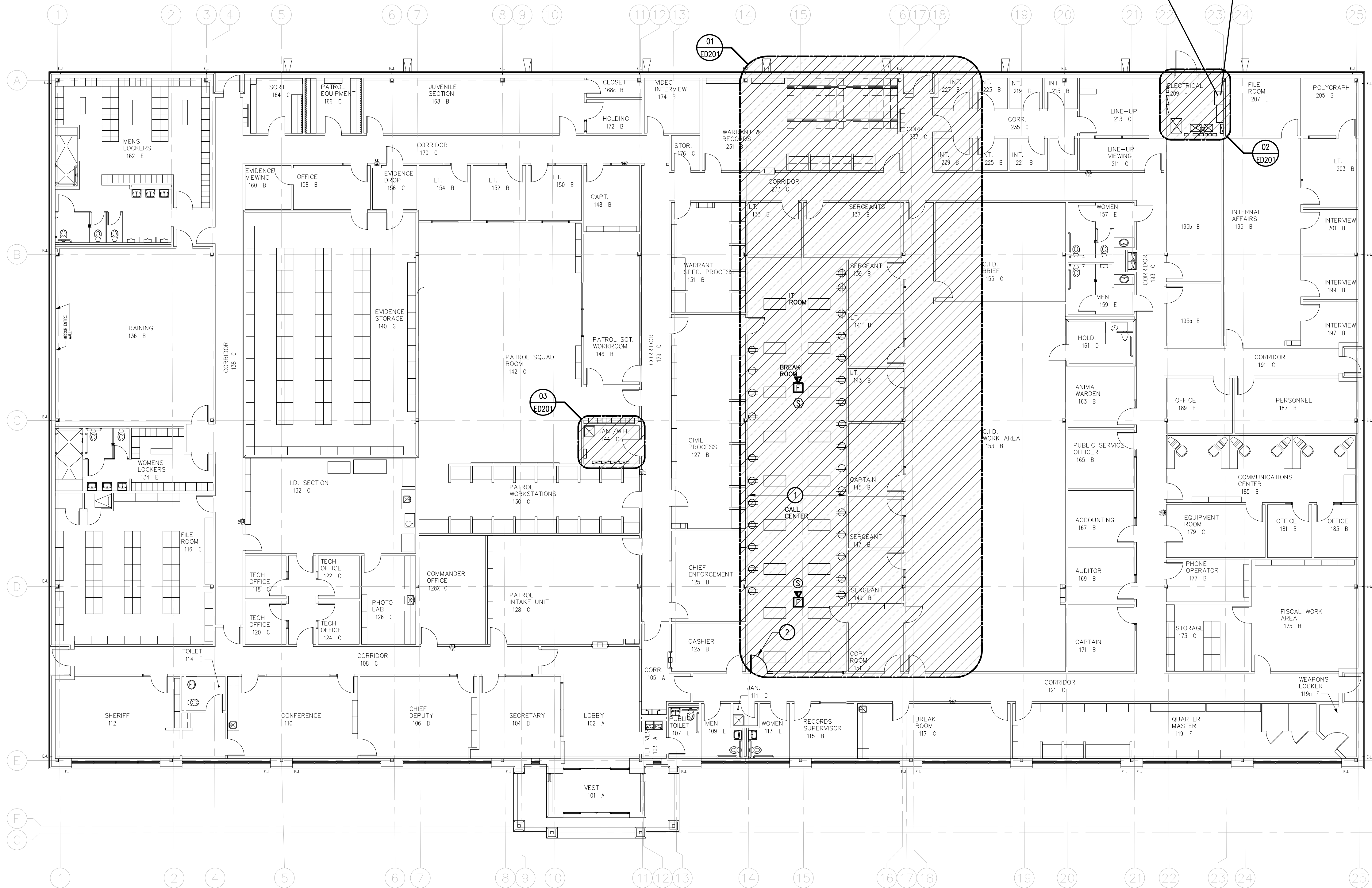
Project No.: 29607 (WA01)
Issued: 08 / 30 / 13
Drawn By: CHAVEZ
Checked By: T.D.
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Sheet Title

ELECTRICAL GENERAL LEGEND

EL001

Sheet Number

File Name: I:\290006\29607\WA01\CADD\DWG\ED101 EXISTING OVERALL ELECTRICAL DEMOLITION PLAN.dwg
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01 EXISTING OVERALL ELECTRICAL PLAN
 SCALE: 3/32" = 1'-0"

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, COUNTY'S, AND FEDERAL CODES. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE CODES, HE SHALL INFORM THE ENGINEER PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET CODE REQUIREMENTS AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE. APPLICABLE CODES AND STANDARDS ON DEMOLITION WORK SHALL INCLUDE THOSE PUBLISHED BY OSHA AND EPA. AN ASBESTOS SURVEY SHALL BE KEPT ON SITE AT ALL TIMES PER TEXAS DEPARTMENT OF HEALTH REQUIREMENTS.
- B. ALL DUST PRODUCTION, SMOKE PRODUCTION AND NOISE SHALL BE SUBJECT TO REAL TIME REVIEW BY THE COUNTY. WORK SHALL BE SHUT DOWN DURING CRITICAL ACTIVITIES BY FORMAL REQUEST FROM THE DESIGNATED AUTHORITY. WORK IN DUSTY AREAS SHALL BE CONTROLLED WITH TEMPORARY PARTITIONS. FLAME CUTTING SHALL BE MINIMIZED TO ELIMINATE SMOKE PRODUCTION. PROVIDE FIRE EXTINGUISHERS IN THE IMMEDIATE AREA.
- C. ON ANY WORK SHOWN ON ELECTRICAL DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS.
- D. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE-DRILLED OR SAWED WHEN POSSIBLE. 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.
- E. ALL SURFACES COVERED BY "SPRAY POLY" AND PROTECTED BY TEMPORARY PARTITIONS SHALL REMAIN PROTECTED THROUGHOUT THE PROJECT. REMOVE THE PROTECTIVE BARRIERS ONLY AFTER THE NEW DEVICES, JUNCTION BOXES AND CONDUITS INSTALLED. PATCH AND MAINTAIN THE PROTECTIVE BARRIERS DURING CONSTRUCTION. COVER ALL EQUIPMENT OPENINGS WITH 4 MIL. POLY AND DUCT TAPE IN PLACE.
- F. CONTRACTOR SHALL KEEP THE ENTIRE MEP DEMOLITION SITE CLEAN AT ALL TIMES.
- G. CONTRACTOR AND OWNER SHALL BE FULLY RESPONSIBLE TO IDENTIFY ANY AND ALL ASBESTOS PRESENT IN THE BUILDING PRIOR TO DEMOLITION AS REQUIRED BY LAW.
- H. COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO DEMOLITION IS MANDATORY.
- I. ANY DAMAGE TO EXISTING FLOORING, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.
- J. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.
- K. DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
- L. CONTRACTOR SHALL REMOVE AND RETURN ANY AND ALL EXISTING EQUIPMENT/MATERIALS TO OWNER. OWNER SHALL HAVE FULL RIGHT OF OWNERSHIP UNLESS SPECIFIED OTHERWISE. IF THE OWNER WAVES THIS OPTION, ANY EQUIPMENT, MATERIAL, ETC. SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
- M. FOR ANY WORK SHOWN ON RENOVATION DRAWINGS WHICH REQUIRES DEMOLITION OF BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL BUILDING DAMAGE CREATED BY DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH OWNER APPROVED PATCHING MATERIALS.
- N. ANY EXISTING ELECTRICAL EQUIPMENT TO BE RE-USED THAT GETS DAMAGED DURING DEMOLITION SHALL BE REPLACED WITH ONE OF EQUAL OR GREATER GRADE.
- O. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

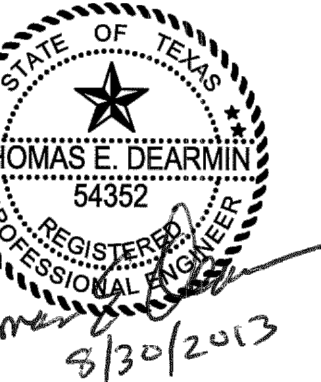
KEY NOTES: ①

1. REMOVE EXISTING GYPSUM BOARD AT EXISTING WALL.
2. REMOVE AND DEMOLISH PORTION OF EXISTING WALL FOR INSTALLATION OF NEW 4' DOOR WITH FRAME.

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
 and 911 Equipment
 Edinburg, Texas



Revision No.	Date	Description
1	08/30/2013	REVISION #1



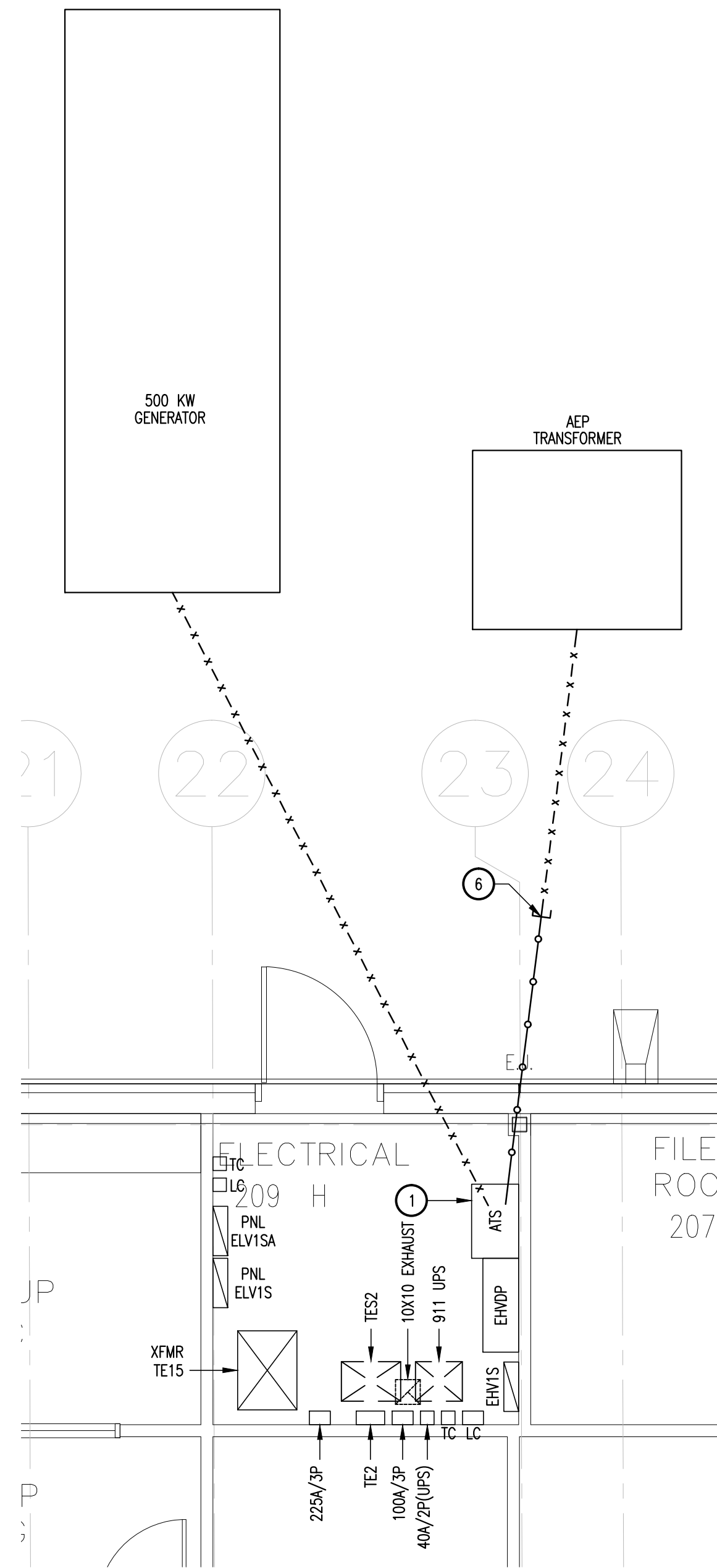
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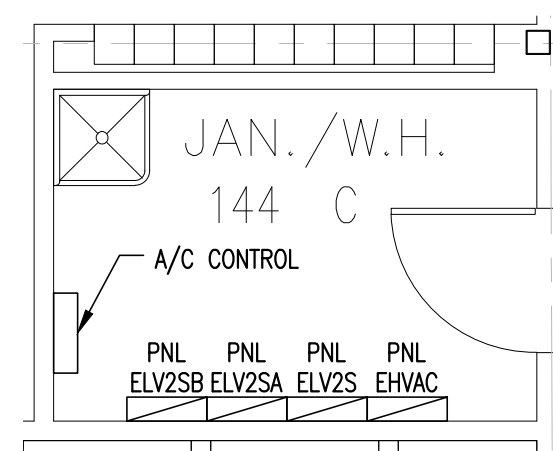
EXISTING OVERALL
 ELECTRICAL DEMOLITION PLAN

ED101
 Sheet Number

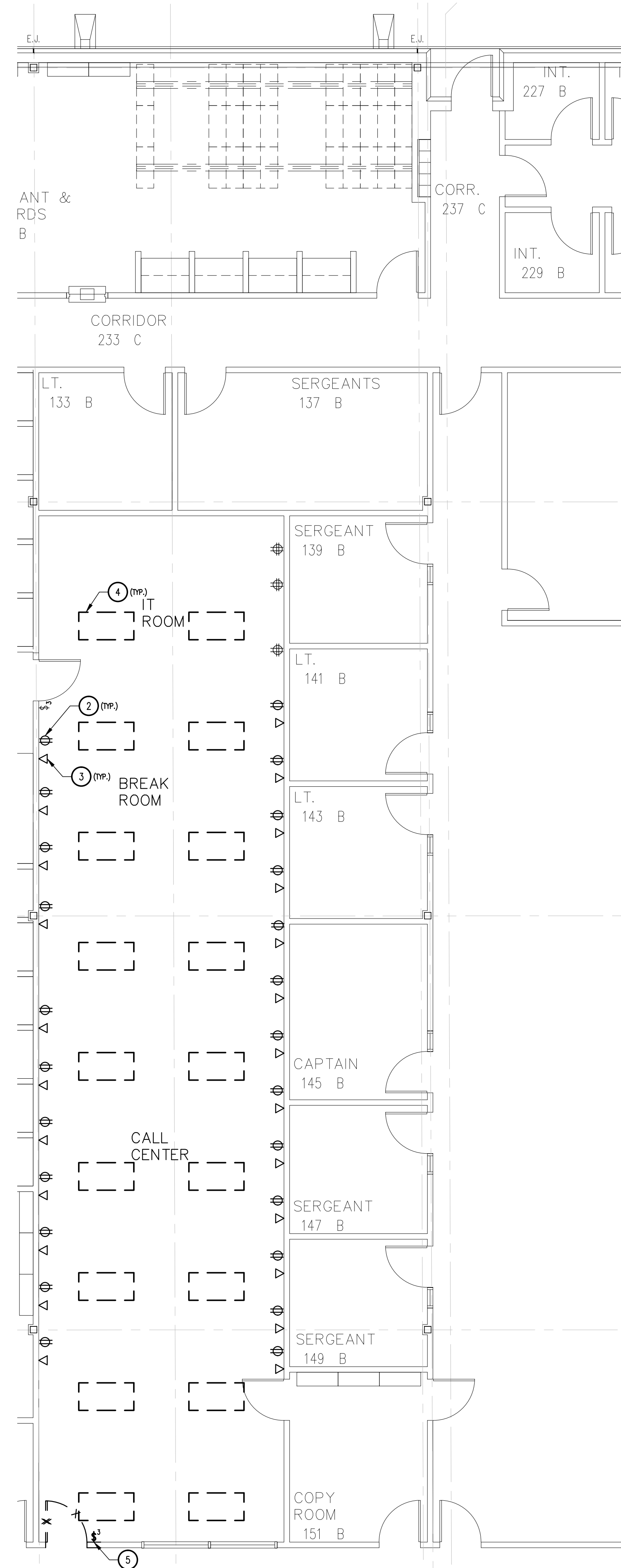
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02 ENLARGED MAIN ELECTRICAL ROOM
 SCALE: 1/4" = 1'-0"



03 ENLARGED ELECTRICAL ROOM
 SCALE: 1/4" = 1'-0"



01 ENLARGED EXISTING ELECTRICAL PLAN
 SCALE: 3/16" = 1'-0"

GENERAL NOTES:

- A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.
- B. REFER TO ED101 FOR DEMOLITION NOTES.
- C. REMOVE AND REPLACE GYPSUM BOARD AS REQUIRED FOR INSTALLATION OF NEW ELECTRICAL DEVICES.

KEY NOTES: ①

- 1. EXISTING ATS TO BE DEMOLISHED. REFER TO EP501-SUGGESTED SEQUENCE OF ELECTRICAL MAIN SERVICE CONNECTIONS.
- 2. EXISTING OUTLETS ARE CIRCUITED TO PANEL ELV2. CONTRACTOR SHALL REMOVE CIRCUIT WIRING FROM DEVICES TO ELECTRICAL PANEL BOARD. COORDINATE LOCATION OF NEW ELECTRICAL DEVICES AND REUSE BACK BOXES AND CONDUIT WHERE APPROPRIATE.
- 3. EXISTING DATA DEVICES. CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING DATA/TELEPHONE WITH OWNER. OWNER WILL REMOVE CABLES. COORDINATE LOCATION OF NEW DEVICES AND REUSE BACK BOXES AND CONDUIT WHERE APPROPRIATE.
- 4. EXISTING 2x4 LIGHT FIXTURES SHALL BE REUSED. REFER TO NEW ELECTRICAL WORK, SHEET EP101, FOR LIGHT FIXTURE RELOCATION.
- 5. EXISTING 3' WIDE DOOR TO BE REPLACED WITH 4' WIDE DOOR. RELOCATE EXISTING THREE WAY SWITCH TO ACCOMMODATE NEW DOOR.
- 6. PULL OUT EXISTING FEEDER FROM EXISTING AEP TRANSFORMER TO POINT INDICATED ON PLAN. PREPARE FOR NEW CONDUIT CONNECTION. REFER TO SHEET EP201 FOR FURTHER INFORMATION.

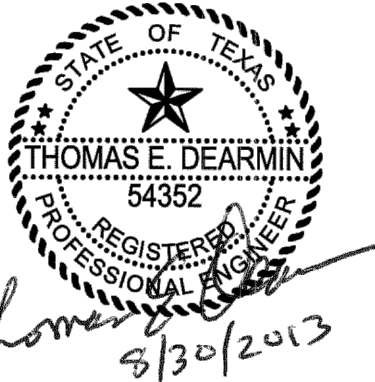
LEGEND:

- EXISTING TO REMAIN
- X - X - X - EXISTING WIRING TO BE DEMOLISHED, CONDUIT TO REMAIN
- - - - - EXISTING TO BE RELOCATED
- ○ ○ ○ EXISTING CONDUIT AND WIRE TO BE DEMOLISHED

Hidalgo County Sheriff's Office -
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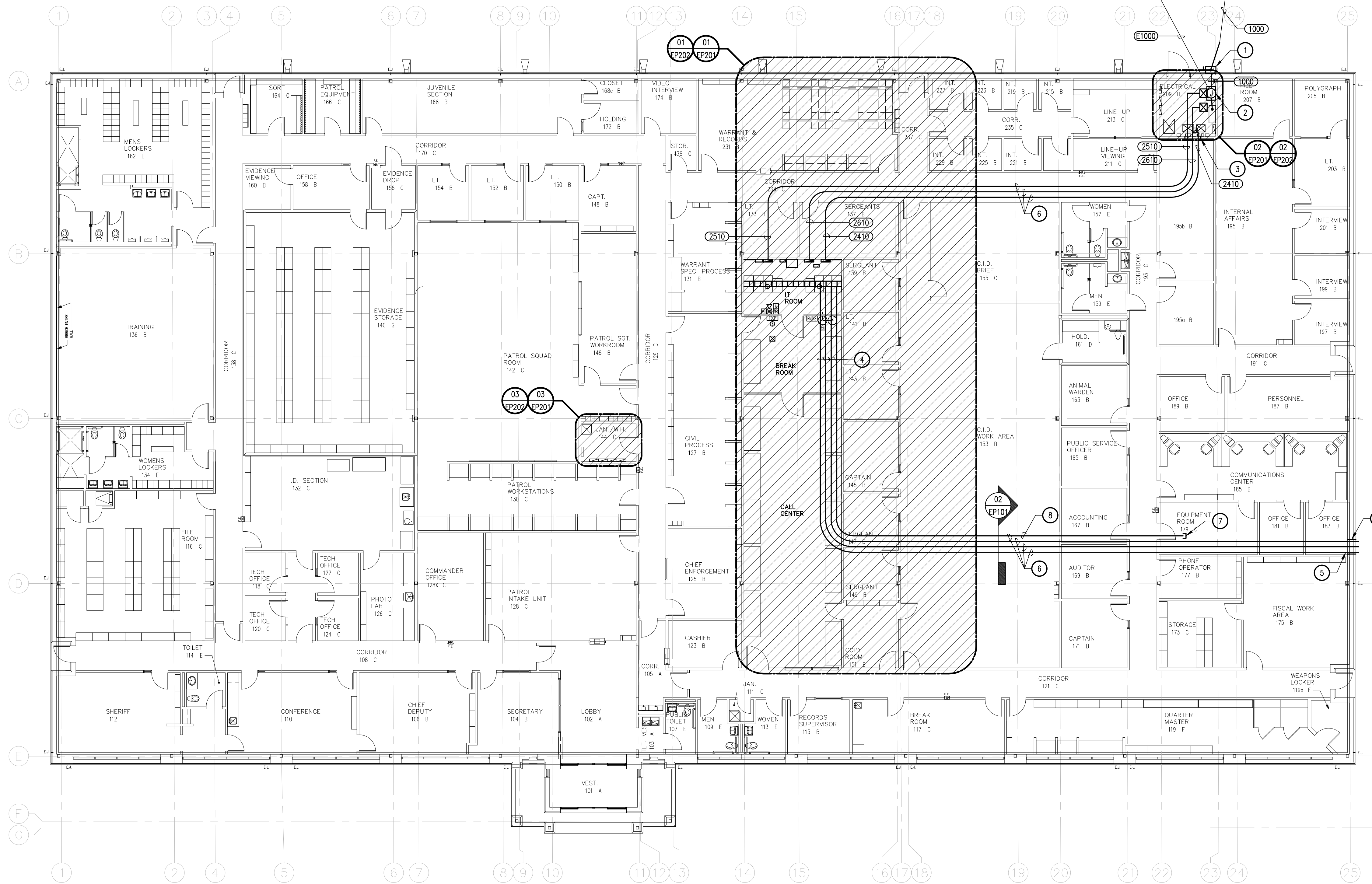
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Sheet Title	EXISTING ENLARGED ELECTRICAL PLANS

ED201
 Sheet Number



GENERAL NOTES:

- A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.
- B. FURNISH AND INSTALL GROUNDING BUSHINGS ON ALL CONDUITS.

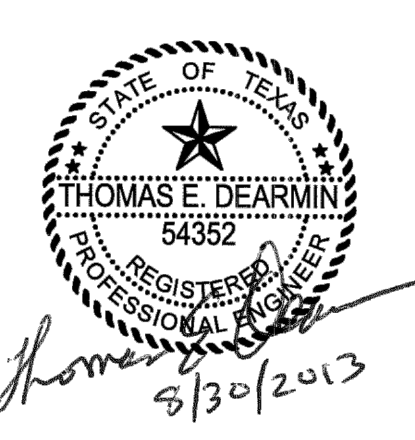
KEY NOTES:

- 1. NEW MAIN SWITCH. REFER TO ELECTRICAL SINGLE LINE DIAGRAM AND SEQUENCE OF OPERATION FOR FURTHER INFORMATION.
- 2. NEW AUTOMATIC TRANSFER SWITCH.
- 3. PROVIDE WITH SLEEVE(S) FOR CONDUIT PENETRATION THRU WALL.
- 4. PROVIDE WITH RIGID METAL CONDUIT FOR ROUTING OF COMMUNICATION WIRING.
- 5. REFER TO MOTOROLA FOR TERMINATION OF CONDUITS.
- 6. PROVIDE 2HR FIRE RATING TAPE. BASIS OF DESIGN 3M 2HR FIRE RATED TAPE.
- 7. REFER TO 911 INSTALLER FOR TERMINATION OF CONDUITS.
- 8. REFER TO DETAIL 02/EP101 FOR CONDUIT SIZE.

Hidalgo County Sheriff's Office -
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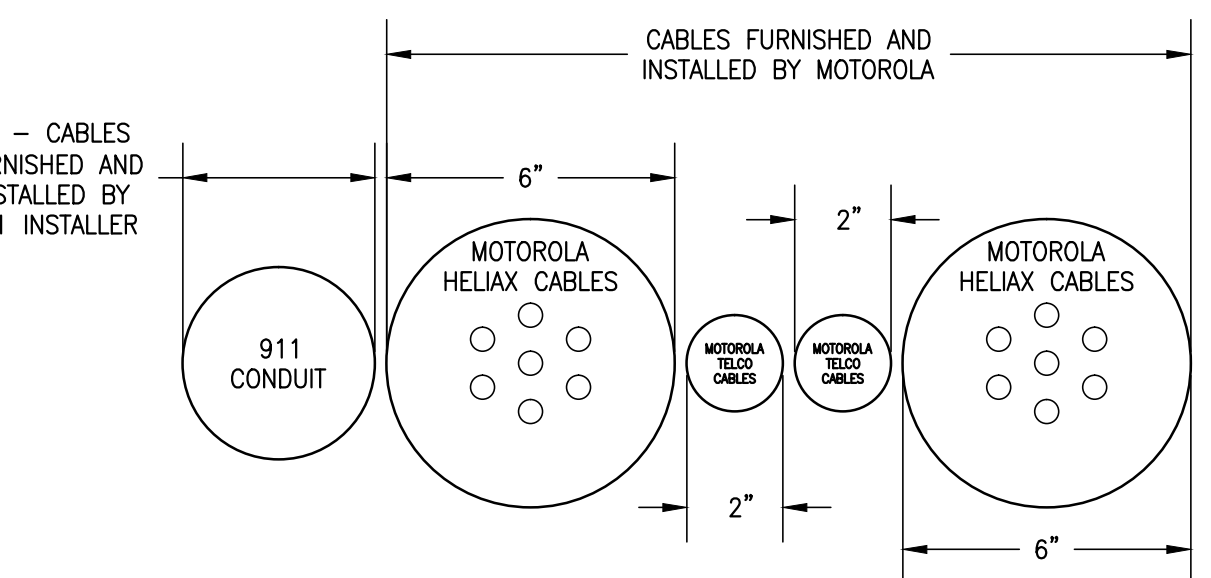
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Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
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Sheet Title	ELECTRICAL OVERALL PLAN

EP101
 Sheet Number

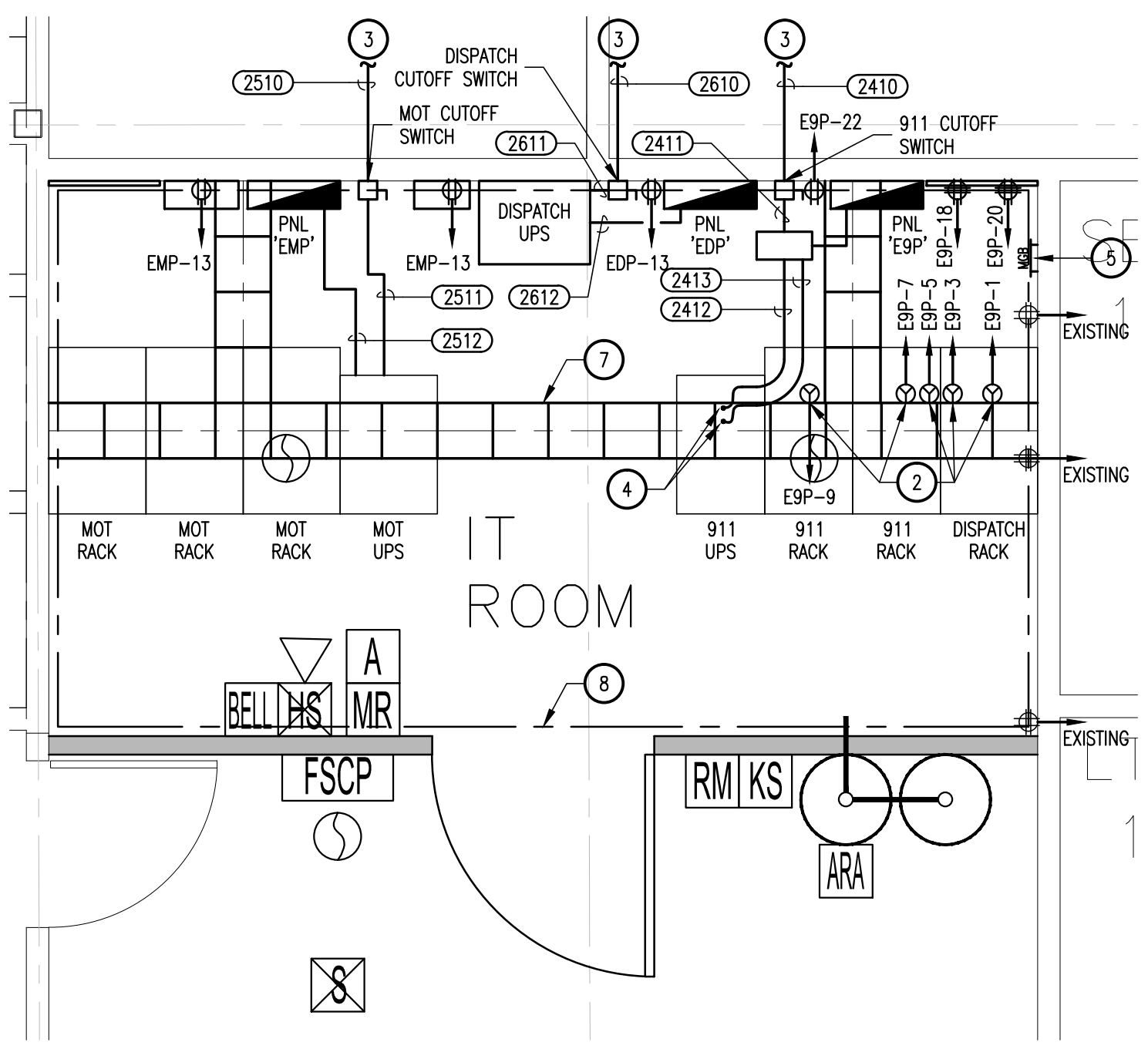


02 MOTOROLA CONDUIT MOUNTING CONFIGURATION
 N.T.S.

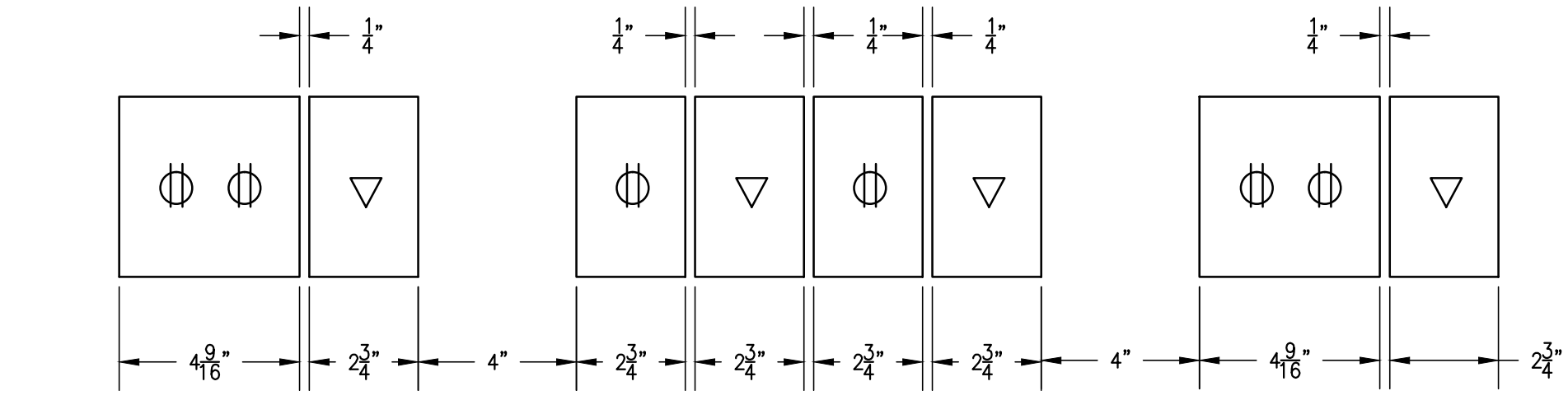
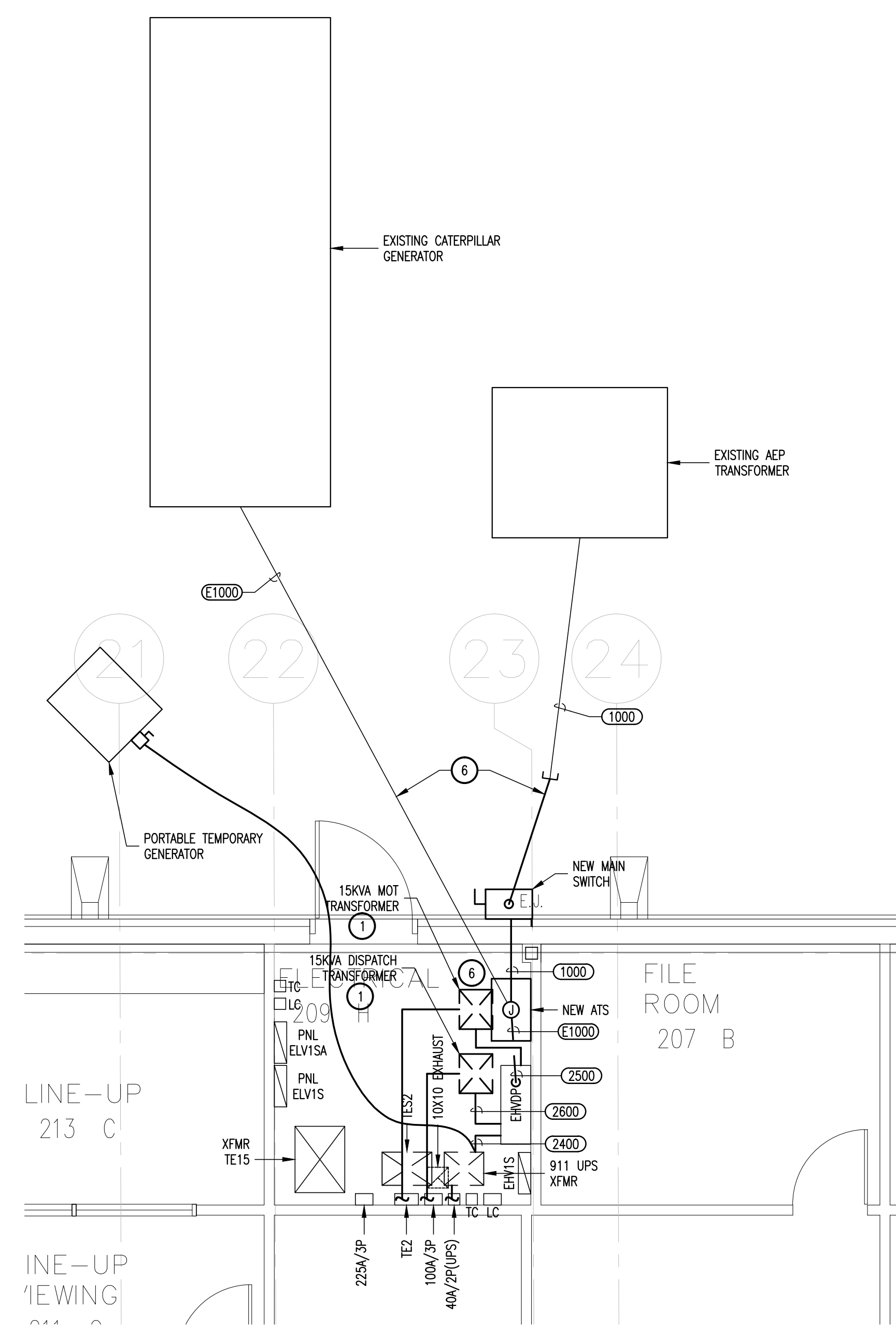
01 ELECTRICAL OVERALL PLAN
 SCALE: 3/32" = 1'-0"

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04 ENLARGED IT ROOM ELECTRICAL PLAN
 SCALE: 3/8" = 1'-0"

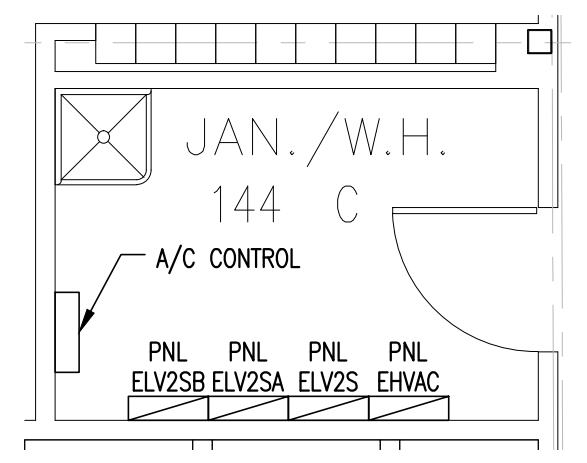


02 ENLARGED MAIN ELECTRICAL ROOM
 SCALE: 1/4" = 1'-0"

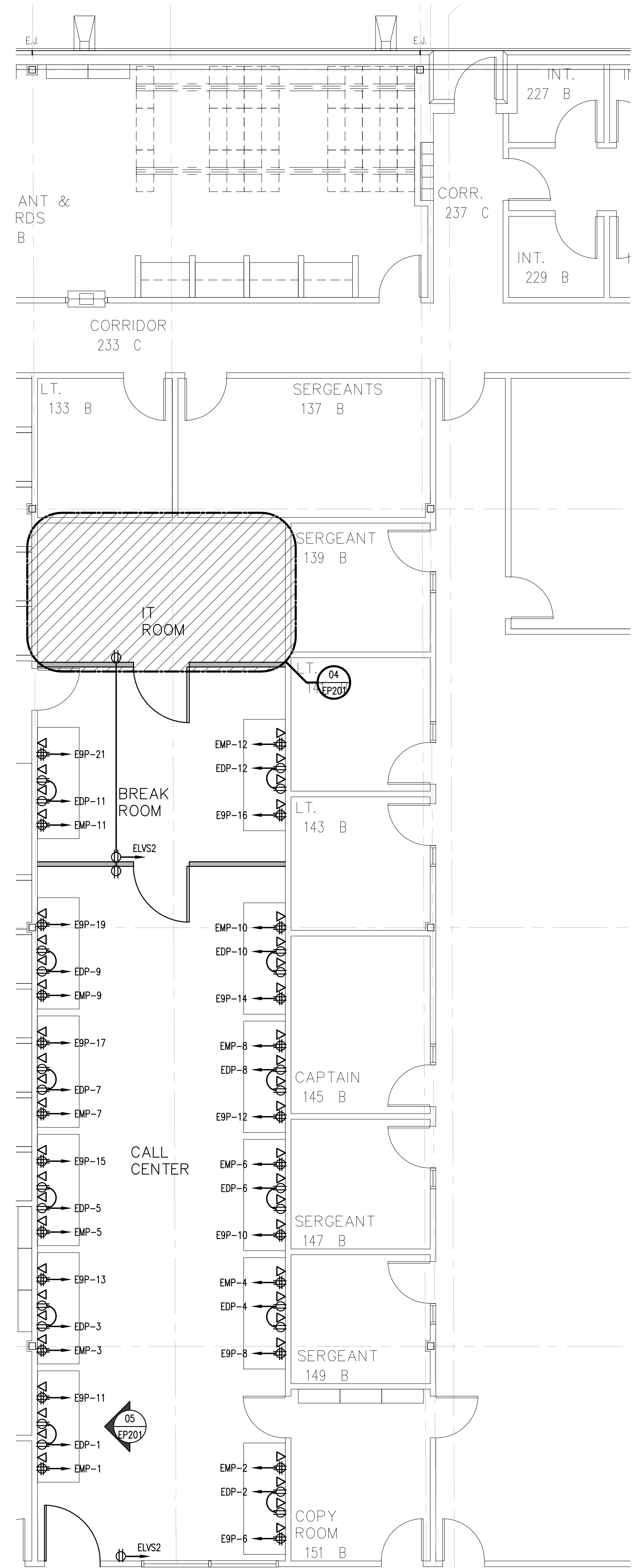


05 PARTIAL ELEVATION
 N.T.S.

03 ENLARGED ELECTRICAL ROOM
 SCALE: 1/4" = 1'-0"



01 ENLARGED ELECTRICAL POWER-SPECIAL SYSTEMS PLAN
 SCALE: 3/16" = 1'-0"



GENERAL NOTES:

- A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.
- B. REFER TO ONE LINE AND SEQUENCE OF ELECTRICAL MAIN SERVICE CONNECTIONS.

KEY NOTES:

1. SUSPEND NEW TRANSFORMER FROM EXISTING BUILDING STRUCTURE. PROVIDE ADEQUATE SUPPORT FOR ENTIRE WEIGHT OF TRANSFORMER. REFER TO TRANSFORMER SCHEDULE FOR FURTHER INFORMATION.
2. MOUNT 20A TWIST LOCK RECEPTACLE ON CABLE TRAY ABOVE EQUIPMENT.
3. ROUTE HOME RUN TO MAIN ELECTRICAL ROOM SEE RISER DIAGRAM FOR CONNECTION TO 240/120 VOLT TRANSFORMER.
4. 1" FLEX CONNECTION TO AND FROM UPS EQUIPMENT.
5. MAIN GROUNDING BAR "MGB" PROVIDE 1-#2 GRND. TO BUILDING GROUNDING SYSTEM. ALL EQUIPMENT IN NEW IT ROOM SHALL BE GROUNDED TO MGB.
6. ROUTE CONDUIT BELOW DUCTWORK.
7. CABLE TRAY TO BE 12"Wx4"D, CABLOFIL #CF105X300. COORDINATE MOUNTING HEIGHT WITH RACKS FURNISHED AND INSTALLED BY MOTOROLA AND 911 EQUIPMENT INSTALLERS. FURNISH AND INSTALL CEILING SUPPORTS.
8. FURNISH AND INSTALL GROUND LOOP 2" BELOW CEILING. GROUND ALL EQUIPMENT TO LOOP. CONNECT LOOP TO MGB. FASTEN TO WALL WITH PLASTIC TIES.

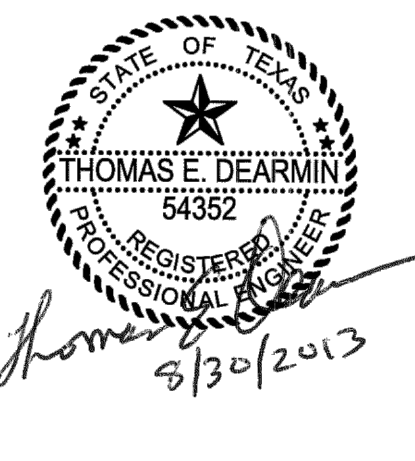
OPERATION NOTES:

1. REFER TO SHEET EP401 FOR SUGGESTED SEQUENCE OF ATS CONNECTION.

Hidalgo County Sheriff's Office -
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ENLARGED ELECTRICAL PLANS

EP201
 Sheet Number

GENERAL NOTES:

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KEY NOTES: ①

1. CONNECT 120 VOLT POWER TO NEW TRANSFER FAN TF-1. FAN TO BE CONTROLLED FROM EXISTING T-STAT.
2. RELOCATE EXISTING LIGHT FIXTURES TO NEW LAYOUT AND RE WIRE TO NEW SWITCHES SHOWN. RECONNECT TO EXISTING LIGHTING CIRCUIT
3. FOR CRAC UNITS, PROVIDE 80A/2P CIRCUIT BREAKER IN EXISTING ELV2S PANEL. MOUNT CIRCUIT BREAKER IN AVAILABLE CIRCUIT SPACES AFTER REMOVAL OF EXISTING RECEPTACLE CIRCUITS.

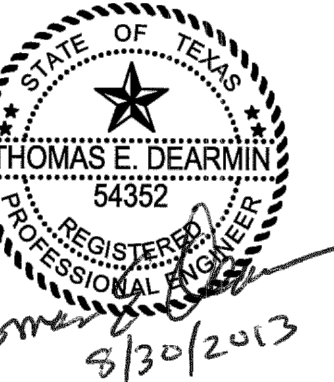
LEGEND:

- EXISTING TO REMAIN
- NEW EQUIPMENT
- - - EXISTING RELOCATED EQUIPMENT

Hidalgo County Sheriff's Office -
Modifications to Incorporate Motorola
and 911 Equipment
Edinburg, Texas



Revision No.	Date	Description	REVISION #1
1	08/30/2013		



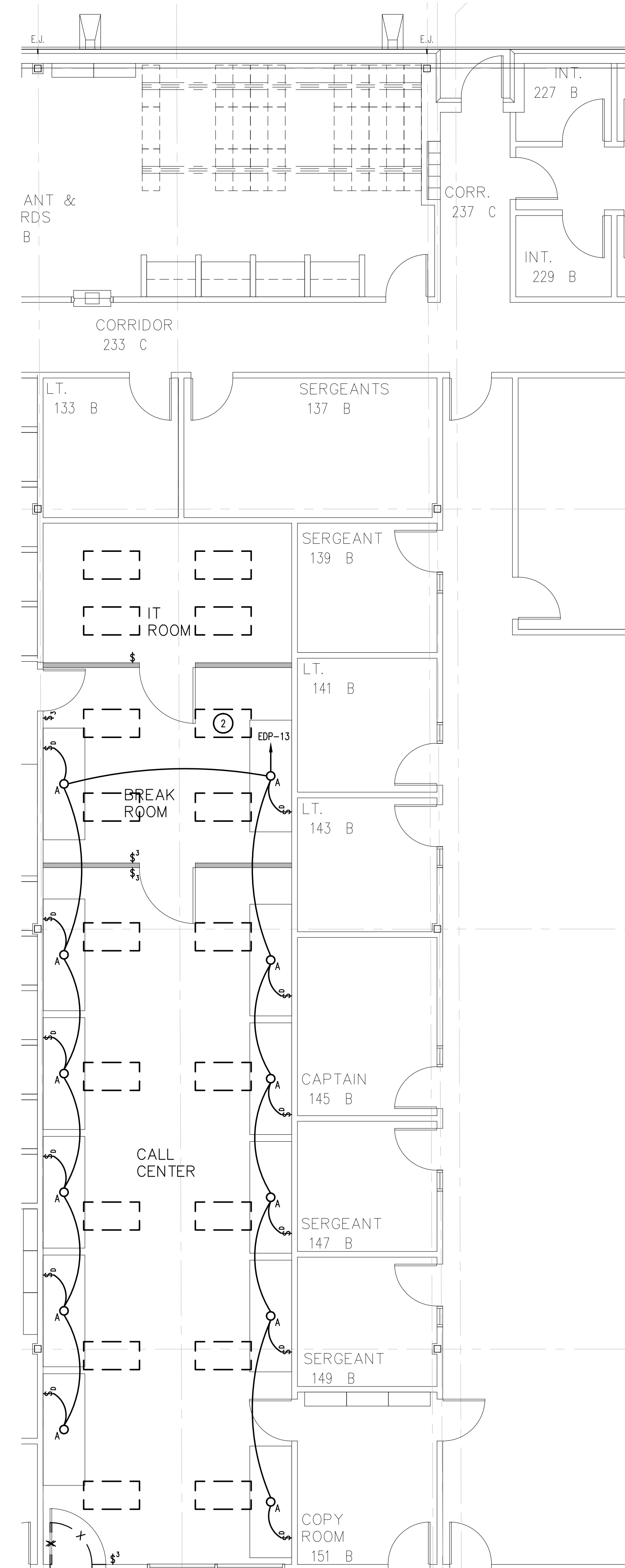
The seal appearing on this document was authorized by THOMAS E. DEARMIN, P.E. 54352 on 8/30/2013. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act. The Record Copy of this drawing is on file at the offices of Halff Associates, Inc., 5000 W. Military Suite 100, McAllen, TX 78503. TBPE FIRM #F-312.

Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	CHAVEZ
Checked By:	T.D.
Scale:	AS NOTED
Sheet Title	

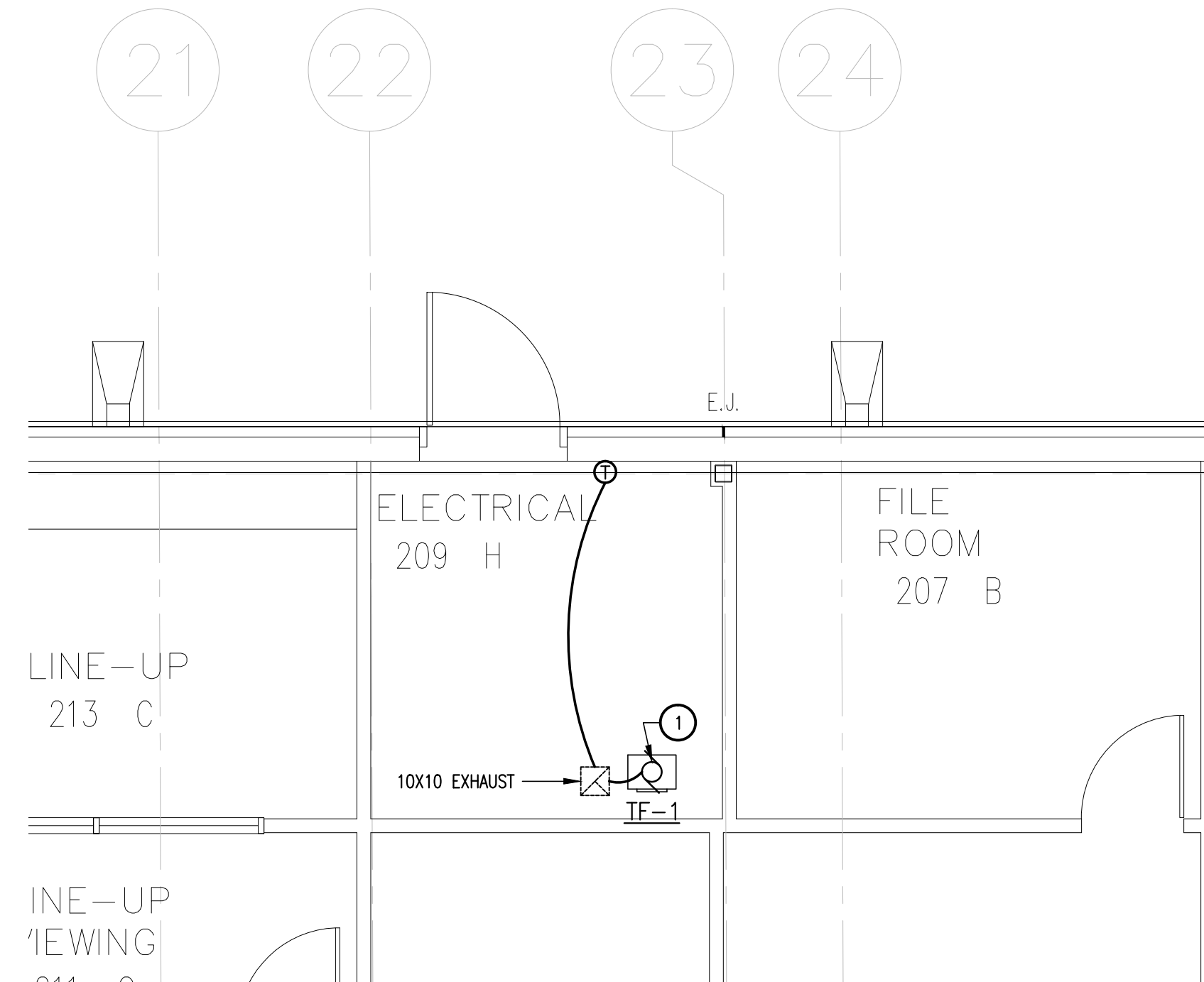
ENLARGED ELECTRICAL PLANS

EP202

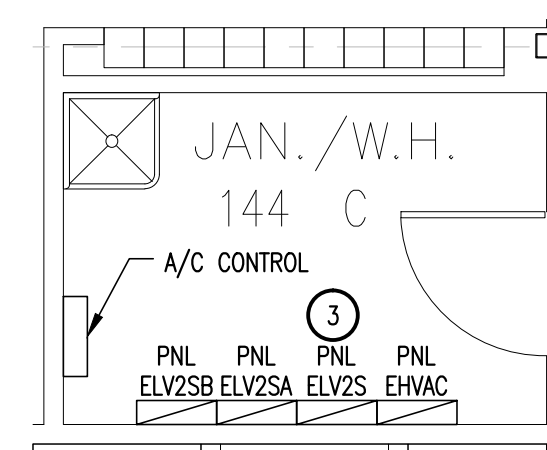
Sheet Number



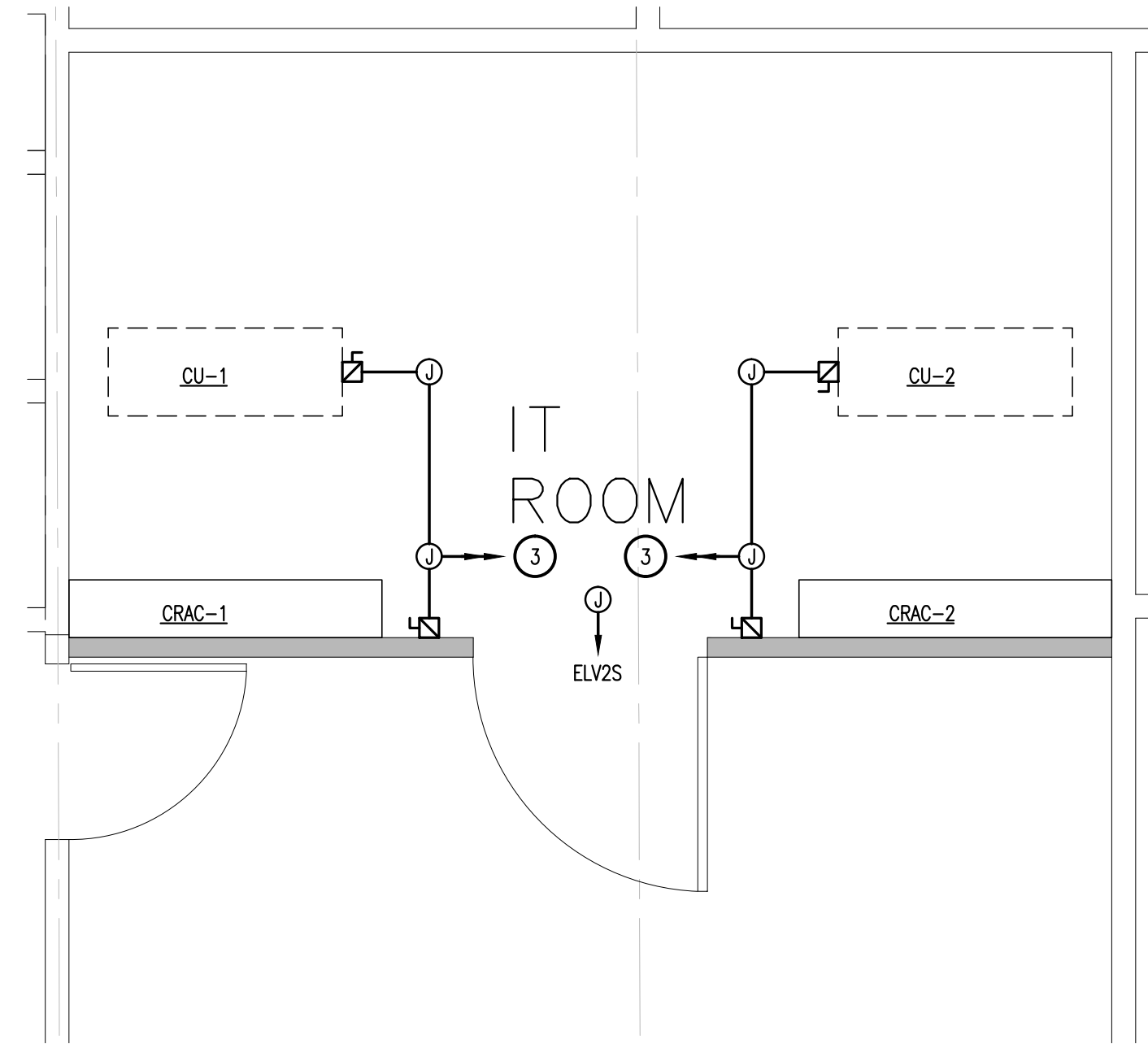
01 ENLARGED ELECTRICAL LIGHTING PLAN
SCALE: 3/16" = 1'-0"



02 ENLARGED MAIN ELECTRICAL ROOM
SCALE: 1/4" = 1'-0"



03 ENLARGED ELECTRICAL ROOM
SCALE: 1/4" = 1'-0"



04 ENLARGED IT ROOM MECHANICAL PLAN
SCALE: 3/8" = 1'-0"

File Name: I:\290000\29607\WA01\CADD\DWG\EP301 ELECTRICAL SCHEDULES.dwg
 Current Tab (Layout): EP301 ELECTRICAL SCHEDULES User: AH2522
 Printed Date: 9/5/2013 4:22:55 PM

PANELBOARD 'EDP'

VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE LOCATION: ROOM
 80A MAIN CIRCUIT BREAKER MOUNTING: SURFACE
 BUSES: MAIN - 200 A; 100% NEUTRAL: EQUIPMENT GROUND Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	360		REC: CALL CENTER	20/1	1	A	2	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	3	B	4	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	5	A	6	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	7	B	8	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	9	A	10	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	11	B	12	20/1	REC: CALL CENTER	0	360	
600	0		LTG: DISPATCH	20/1	13	A	14	20/1	REC: GENERAL	0	360	
0	0			20/1	15	B	16	20/1		0	0	
0	0			20/1	17	A	18	20/1		0	0	
0	0			20/1	19	B	20	20/1		0	0	
0	0			20/1	21	A	22	20/1		0	0	
0	0			20/1	23	B	24	20/1		0	0	
0	0			20/1	25	A	26	20/1		0	0	
0	0			20/1	27	B	28	20/1		0	0	
0	0			20/1	29	A	30	20/1		0	0	
0	0			20/1	31	B	32	20/1		0	0	
0	0			20/1	33	A	34	20/1		0	0	
0	0			20/1	35	B	36	20/1		0	0	
0	0			20/1	37	A	38	20/1		0	0	
0	0			20/1	39	B	40	20/1		0	0	
0	0			20/1	41	A	42	20/1		0	0	

VA:L (LIGHTING) 600 CONNECTED 750 DEMAND
 VA:R (RECEPTACLES) 4680 CONNECTED 4680 DEMAND
 VA:O (OTHER) 0 CONNECTED 0 DEMAND
 VA: TOTAL 5280 CONNECTED 5430 DEMAND
 AMPS: TOTAL 22 CONNECTED 23 DEMAND

L	R	O	VA CONNECTED TO A PHASE	TOTAL	VA CONNECTED TO B PHASE	26 AMPS CONNECTED TO A PHASE @ 120 VOLTS	18 AMPS CONNECTED TO B PHASE @ 120 VOLTS
600	2520	0	3120	5280	2160		
0	2160	0					
600	4680	0					

PANELBOARD 'E9P'

VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE LOCATION: ROOM
 80A MAIN CIRCUIT BREAKER MOUNTING: SURFACE
 BUSES: MAIN - 200 A; 100% NEUTRAL: EQUIPMENT GROUND Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	720		REC: IT ROOM	20/1	1	A	2	20/1		0	0	
0	720		REC: IT ROOM	20/1	3	B	4	20/1		0	0	
0	720		REC: IT ROOM	20/1	5	A	6	20/1	REC: CALL CENTER	0	360	
0	720		REC: IT ROOM	20/1	7	B	8	20/1	REC: CALL CENTER	0	360	
0	720		REC: IT ROOM	20/1	9	A	10	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	11	B	12	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	13	A	14	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	15	B	16	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	17	A	18	20/1	REC: IT ROOM	0	360	
0	360		REC: CALL CENTER	20/1	19	B	20	20/1	REC: IT ROOM	0	360	
0	0		REC: CALL CENTER	20/1	21	A	22	20/1	REC: IT ROOM	0	180	
0	0			20/1	23	B	24	20/1		0	0	
0	0			20/1	25	A	26	20/1		0	0	
0	0			20/1	27	B	28	20/1		0	0	
0	0			20/1	29	A	30	20/1		0	0	
0	0			20/1	31	B	32	20/1		0	0	
0	0			20/1	33	A	34	20/1		0	0	
0	0			20/1	35	B	36	20/1		0	0	
0	0			20/1	37	A	38	20/1		0	0	
0	0			20/1	39	B	40	20/1		0	0	
0	0			20/1	41	A	42	20/1		0	0	

VA:L (LIGHTING) 0 CONNECTED 0 DEMAND
 VA:R (RECEPTACLES) 8460 CONNECTED 8460 DEMAND
 VA:O (OTHER) 0 CONNECTED 0 DEMAND
 VA: TOTAL 8460 CONNECTED 8460 DEMAND
 AMPS: TOTAL 35 CONNECTED 35 DEMAND

L	R	O	VA CONNECTED TO A PHASE	TOTAL	VA CONNECTED TO B PHASE	38 AMPS CONNECTED TO A PHASE @ 120 VOLTS	33 AMPS CONNECTED TO B PHASE @ 120 VOLTS
0	4500	0	4500	8460	3960		
0	3960	0					
0	8460	0					

FEEDER / BRANCH CIRCUIT SCHEDULE

MARK	RACEWAY	PHASE CONDUCTORS	NEUTRAL CONDUCTORS	GROUND CONDUCTORS	REMARKS
1000	2"	3#3/0	1#3/0	1#1/0	FOUR PARALLEL FEEDERS REQUIRED, PARTIAL CONDUIT REUSE
E1000	2"	3#3/0	1#3/0	1#1/0	FOUR PARALLEL FEEDERS REQUIRED, PARTIAL CONDUIT REUSE
2100	2"	3#2/0	1#2/0	1#6	----
2200	2"	3#3/0	1#3/0	1#3	TWO PARALLEL FEEDERS REQUIRED
2300	3/4"	3#8	----	1#10	----
2400	3/4"	2#8	----	1#10	----
2410	1"	2#4	1#4	1#8	----
2411	1"	2#4	1#4	1#8	----
2412	1"	2#4	1#4	1#8	----
2413	1"	2#4	1#4	1#8	----
2414	1"	2#4	1#4	1#8	----
D2410	1"	2#4	1#4	1#8	----
2500	3/4"	2#8	----	1#10	----
2510	1"	2#4	1#4	1#8	----
2511	1"	2#4	1#4	1#8	----
2512	1"	2#4	1#4	1#8	----
2600	3/4"	2#8	----	1#10	----
2610	1"	2#4	1#4	1#8	----
2611	1"	2#4	1#4	1#8	----
2612	1"	2#4	1#4	1#8	----

PANELBOARD 'EMP'

VOLTAGE: 120/240 VOLT 1 PHASE 3 WIRE LOCATION: ROOM
 80A MAIN CIRCUIT BREAKER MOUNTING: SURFACE
 BUSES: MAIN - 200 A; 100% NEUTRAL: EQUIPMENT GROUND Isc = 10,000 A RMS SYM AVAILABLE

VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O
0	360		REC: CALL CENTER	20/1	1	A	2	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	3	B	4	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	5	A	6	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	7	B	8	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	9	A	10	20/1	REC: CALL CENTER	0	360	
0	360		REC: CALL CENTER	20/1	11	B	12	20/1	REC: CALL CENTER	0	360	
0	360		REC: IT ROOM	20/1	13	A	14	20/1		0	0	
0	0			20/1	15	B	16	20/1		0	0	
0	0			20/1	17	A	18	20/1		0	0	
0	0			20/1	19	B	20	20/1		0	0	
0	0			20/1	21	A	22	20/1		0	0	
0	0			20/1	23	B	24	20/1		0	0	
0	0			20/1	25	A	26	20/1		0	0	
0	0			20/1	27	B	28	20/1		0	0	
0	0			20/1	29	A	30	20/1		0	0	
0	0			20/1	31	B	32	20/1		0	0	
0	0			20/1	33	A	34	20/1		0	0	
0	0			20/1	35	B	36	20/1		0	0	
0	0			20/1	37	A	38	20/1		0	0	
0	0			20/1	39	B	40	20/1		0	0	
0	0			20/1	41	A	42	20/1		0	0	

VA:L (LIGHTING) 0 CONNECTED 0 DEMAND
 VA:R (RECEPTACLES) 4680 CONNECTED 4680 DEMAND
 VA:O (OTHER) 0 CONNECTED 0 DEMAND
 VA: TOTAL 4680 CONNECTED 4680 DEMAND
 AMPS: TOTAL 20 CONNECTED 20 DEMAND

L	R	O	VA CONNECTED TO A PHASE	TOTAL	VA CONNECTED TO B PHASE	21 AMPS CONNECTED TO A PHASE @ 120 VOLTS	18 AMPS CONNECTED TO B PHASE @ 120 VOLTS
0	2520	0	2520	4680	2160		
0	2160	0					
0	4680	0					

TRANSFORMER SCHEDULE

MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	GROUNDING ELECTRODE	REMARKS
TMOT	15	480 DELTA	120/240 v 1PHSAE	#8	
TDISP	15	480 DELTA	120/240 v 1PHSAE	#8	

LIGHTING FIXTURE SCHEDULE

TYPE	MANUF & MODEL NUMBER	LAMPS	VA	VOLTAGE	DESCRIPTION	NOTES
A	PRESCOLITE - #D6LED	LED	28	120	6" DIAMETER, DIMMABLE LED DOWNLIGHT.	

MECHANICAL EQUIPMENT CONNECTION SCHEDULE

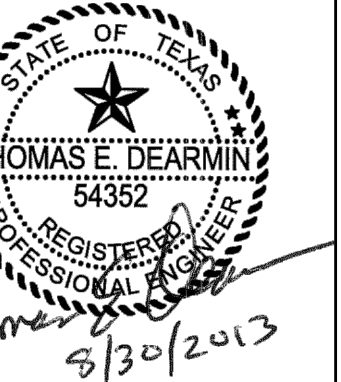
UNIT MARK	LOCATION	FED FROM	NOTES	DISCONNECTING MEANS AND/OR BRANCH CIRCUIT SIZE
CRAC-1	IT ROOM	ELV2S		60/40/2P NEMA 1 DISCONNECT, 2#8, 1#10G, 3/4"C
CRAC-2	IT ROOM	ELV2S		60/40/2P NEMA 1 DISCONNECT, 2#8, 1#10G, 3/4"C
CU-1	ROOF	ELV2S		60/40/2P NEMA 3R DISCONNECT, 2#8, 1#10G, 3/4"C
CU-2	ROOF	ELV2S		60/40/2P NEMA 3R DISCONNECT, 2#8, 1#10G, 3/4"C

NOTES
 1. FURNISH AND INSTALL POWER FROM FCU TO INDOOR FCCU AS REQUIRED. FURNISH AND INSTALL HORSEPOWER RATED MANUAL DISCONNECT FOR INDOOR UNIT.
 2. FACTORY PROVIDED INTEGRAL DISCONNECT.
 3. FURNISH AND INSTALL WATER HEATER DISCONNECT ACCESSIBLE ABOVE CEILING. FURNISH AND INSTALL LABEL "POWER DISCONNECT LOCATED ABOVE CEILING"
 4. SUPPORT SWITCH FROM UNISTRUT, SEALTITE FLEX TO UNIT

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
 and 911 Equipment
 Edinburg, Texas



Revision No.	Date	Description
1	08/30/2013	REVISION #1



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Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	CHAVEZ
Checked By:	T.D.
Scale:	AS NOTED
Sheet Title	ELECTRICAL SCHEDULES

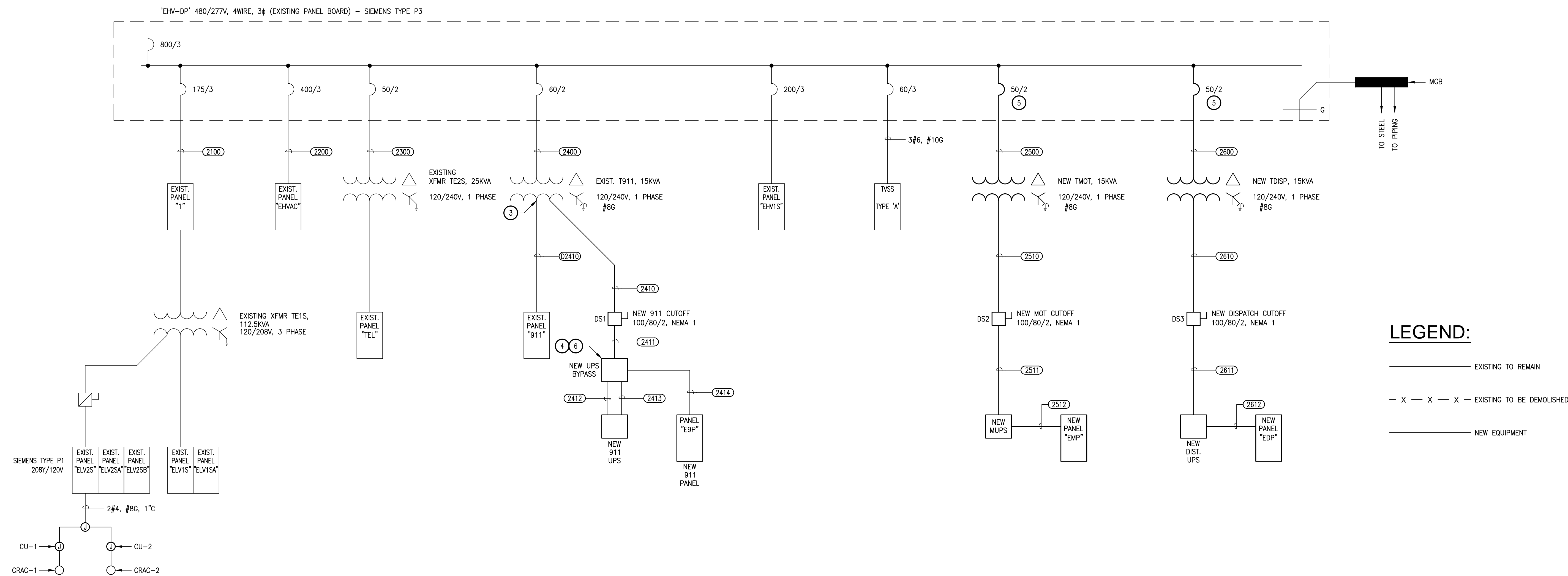
EP301
 Sheet Number

GENERAL NOTES:

A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

KEY NOTES: ①

- ROUTE FEEDER FROM EXISTING 15KVA TRANSFORMER SECONDARY TO NEW 911 SYSTEM DISCONNECT DS1.
- EXTERNAL UPS BYPASS FOR 911 UPS.
- NEW 50/2P CIRCUIT BREAKER FOR EXISTING SIEMENS PANEL.
- 911 UPS BYPASS SWITCH BY 911 EQUIPMENT INSTALLER.
- CONTRACTOR SHALL MAKE ARRANGEMENTS WITH AEP TO MINIMIZE SHUTDOWN.



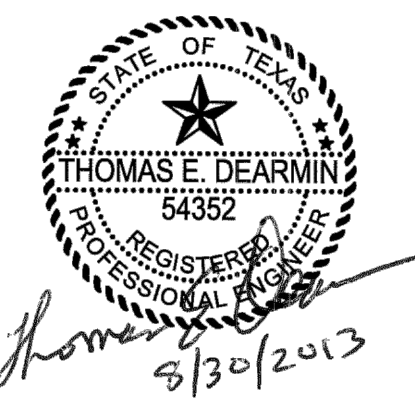
LEGEND:

- EXISTING TO REMAIN
- X - X - X - EXISTING TO BE DEMOLISHED
- NEW EQUIPMENT

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
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Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	CHAVEZ
Checked By:	T.D.
Scale:	AS NOTED
Sheet Title	ELECTRICAL SINGLE LINE DIAGRAM
Sheet Number	EP401

01 ELECTRICAL NEW WORK ONE LINE DIAGRAM
 SCALE: NOT TO SCALE

File Name: I:\290008\29607\WA01\CADD\DWG\EP501_SEQUENCE OF ELECTRICAL MAIN SERVICE CONNECTIONS.dwg
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GENERAL NOTES:

- A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.
- B. CONTRACTOR SHALL CONFIRM WITH ENGINEER PLANNED SEQUENCE OF INSTALLATION PRIOR TO PROCEEDING. SUGGESTED SEQUENCE IS FOR ESTIMATING PURPOSES ONLY. ACTUAL SEQUENCE SHALL BE PREPARED BY CONTRACTOR.

KEY NOTES: ①

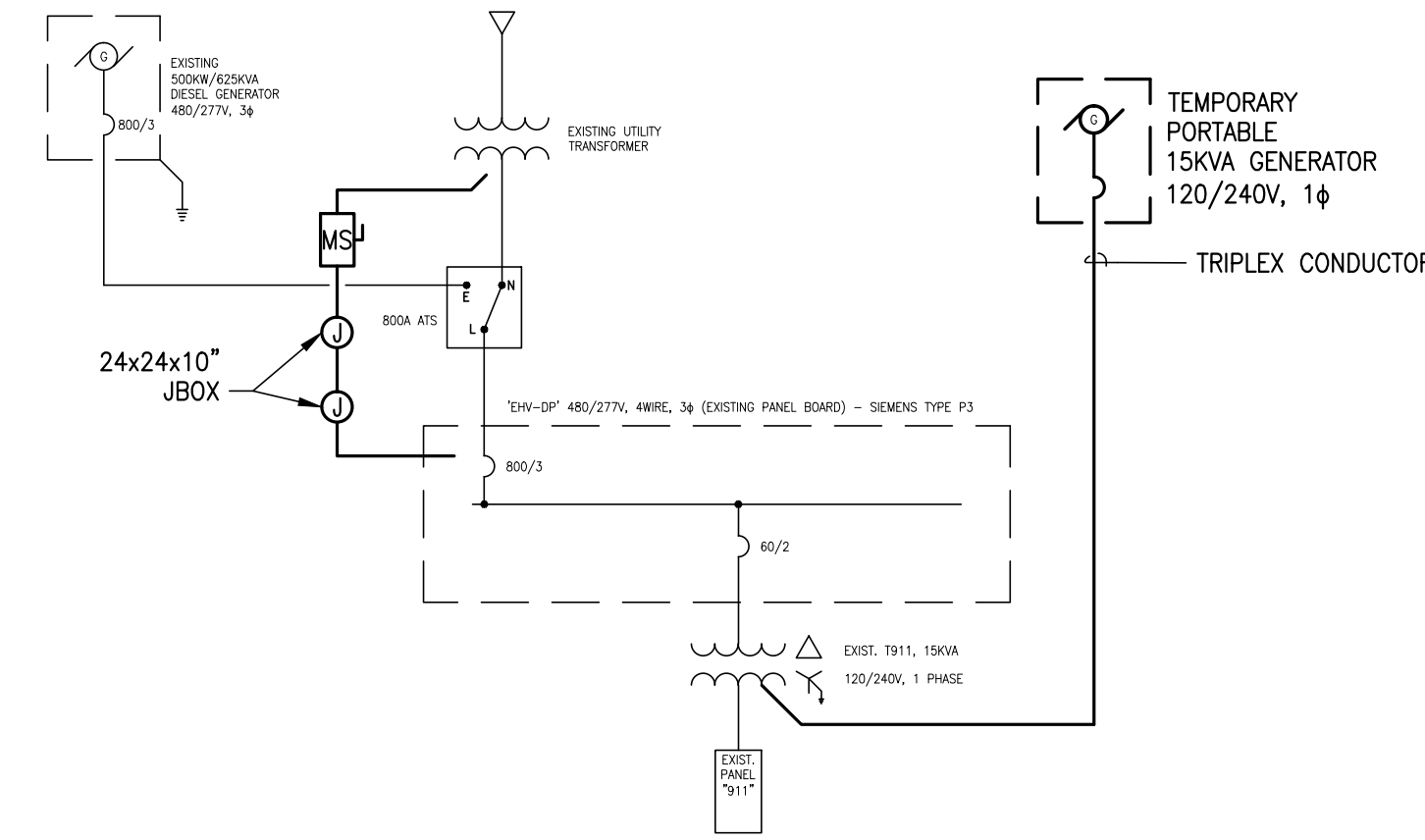
- 1. FURNISH AND INSTALL NEW 800A/3P, 4 WIRE SWITCHED NEUTRAL TRANSFER SWITCH.

SUGGESTED SEQUENCE OF ATS INSTALLATION:

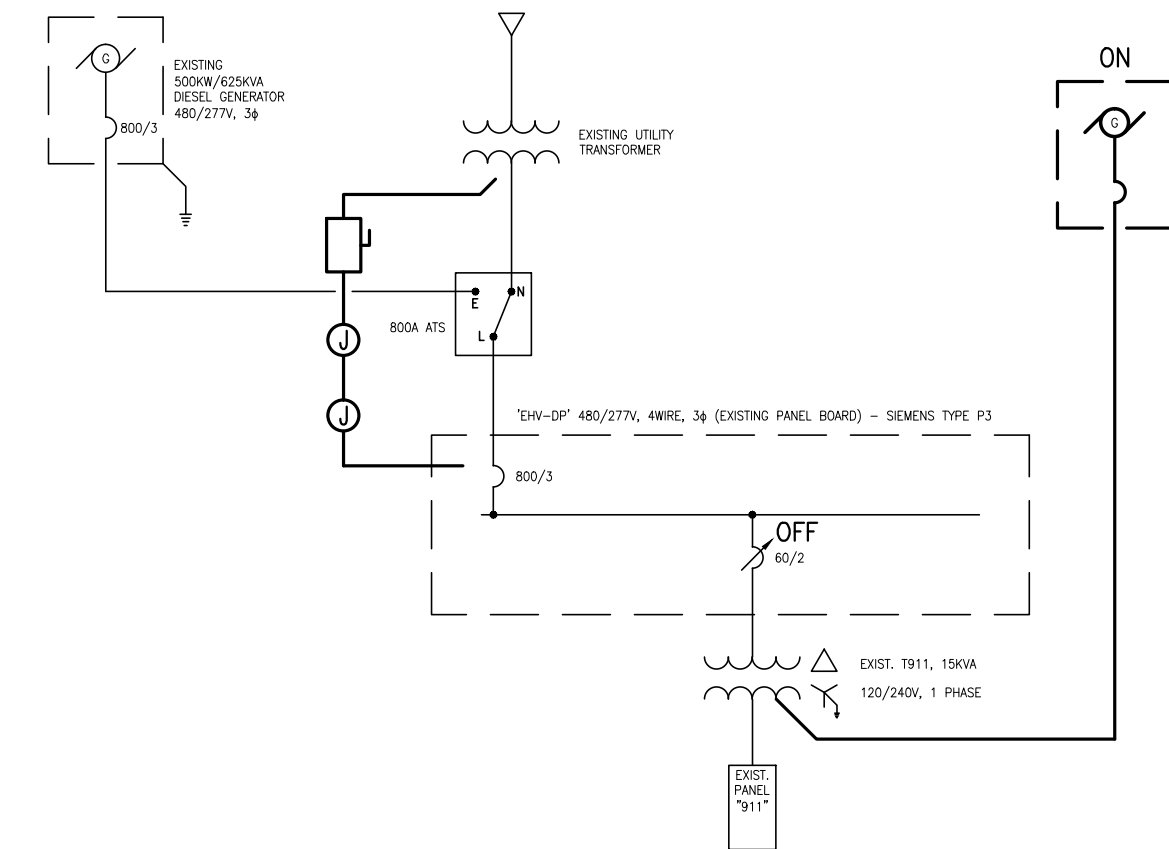
GENERAL: THE DOWNTIME FOR THE INSTALLATION OF NEW EQUIPMENT IS CRITICAL. OUTAGES SHALL BE LIMITED TO SATURDAYS. THE USE OF THE EXISTING STANDBY GENERATOR SHALL BE USED TO MINIMIZE THE OVERALL BUILDING OUTAGE. CLOSE COORDINATION WITH AEP WILL BE NECESSARY TO SCHEDULE THE EXISTING TRANSFORMER OUTAGE ON A SATURDAY. NEW CONDUITS AND WIRING FOR NEW MAIN SWITCH AND NEW AUTOMATIC TRANSFER SWITCH SHALL BE INSTALLED AS MUCH AS POSSIBLE PRIOR TO DISCONNECTION OF EXISTING SERVICE AND GENERATOR FEEDS. THE 911 FEED IS THE MOST CRITICAL AND CANNOT BE DOWN FOR MORE THAN A FEW MINUTES. A SMALL GENERATOR SHALL BE FURNISHED AND INSTALLED FOR CONNECTION TO THE 911 FEED AS INDICATED ON DRAWINGS.

1. NEW MAIN DISCONNECT SWITCH AND TEMPORARY GENERATOR.
 - a. PROVIDE WITH MAIN DISCONNECT SWITCH AND ASSOCIATED FEEDERS WITHOUT MAKING CONNECTIONS TO UTILITY TRANSFORMER OR MAIN PANEL "EHV-DP". PROVIDE WITH REQUIRED HOUSEKEEPING PAD FOR MAIN DISCONNECT SWITCH.
 - b. PROVIDE WITH JUNCTION BOXES AS SHOWN ON STEP ONE DIAGRAM.
 - c. PROVIDE WITH TEMPORARY GENERATOR AND CABLING.
2. TEMPORARY GENERATOR CONNECTION.
 - a. PLACE THE CIRCUIT BREAKER AHEAD FOR THE EXISTING T911 TRANSFORMER TO THE OFF POSITION.
 - b. CIRCUIT THE TEMPORARY GENERATOR TO THE EXISTING T911 TRANSFORMER'S SECONDARY LUGS.
 - c. TURN ON THE TEMPORARY GENERATOR SYSTEM.
3. FIRST UTILITY SHUTDOWN
 - a. OVERRIDE TO THE OFF POSITION THE EXISTING STAND-BY GENERATOR SYSTEM.
 - b. SHUT DOWN UTILITY POWER.
 - c. MAKE CONNECTIONS FROM NEW MAIN DISCONNECT SWITCH TO UTILITY TRANSFORMER AND TO PANEL EHV-DP.
4. RETURN TO NORMAL POWER.
 - a. COORDINATE WITH UTILITY COMPANY TO TURN ON UTILITY POWER SERVICE.
 - b. THE EXISTING STAND-BY GENERATOR SHALL REMAIN IN THE OVERRIDE OFF POSITION.
 - c. TEMPORARY GENERATOR SHALL CONTINUE SERVING THE 911 ASSOCIATED CIRCUITS.
5. DEMOLITION OF EXISTING ATS
 - a. DEMO EXISTING ATS AND ASSOCIATED CONDUIT AND WIRING FOR THE NORMAL AND LINE SIDES.
 - b. DEMO WIRING FROM GENERATOR TO EXISTING ATS. ASSOCIATED EXISTING CONDUIT SHALL REMAIN IN PLACE TO BE REUSED.
 - c. THE EXISTING STAND-BY GENERATOR SHALL REMAIN IN THE OVERRIDE OFF POSITION.
 - d. TEMPORARY GENERATOR SHALL CONTINUE SERVING THE 911 ASSOCIATED CIRCUITS.
6. NEW ATS INSTALLATION
 - a. INSTALL NEW ATS AND ROUTE ASSOCIATED FEEDERS TO JUNCTION BOXES, AS SHOWN IN THE DIAGRAM, WITHOUT MAKING ANY CONNECTIONS.
 - b. PROVIDE WITH NEW WIRING FOR THE GENERATOR SYSTEM. MAKE WIRING CONNECTION AT THE NEW ATS AND GENERATOR'S CIRCUIT BREAKER. RE-USE EXISTING CONDUIT AS MUCH AS POSSIBLE, AND PROVIDE NEW CONDUIT AS REQUIRED.
 - c. THE EXISTING STAND-BY GENERATOR SHALL REMAIN IN THE OVERRIDE OFF POSITION.
 - d. TEMPORARY GENERATOR SHALL CONTINUE SERVING THE 911 ASSOCIATED CIRCUITS.
7. SECOND UTILITY SHUTDOWN
 - a. SHUT DOWN UTILITY POWER.
 - b. MAKE CONNECTIONS AT JUNCTION BOXES AS SHOWN IN DIAGRAM.
 - c. REMOVE CONDUIT AND WIRING BETWEEN JUNCTION BOXES 'A' AND 'B'.
 - d. THE EXISTING STAND-BY GENERATOR SHALL REMAIN IN THE OVERRIDE OFF POSITION.
 - e. TEMPORARY GENERATOR SHALL CONTINUE SERVING THE 911 ASSOCIATED CIRCUITS.
8. RETURN TO NORMAL POWER
 - a. COORDINATE WITH UTILITY COMPANY TO TURN ON UTILITY POWER SERVICE.
 - b. SET EXISTING STAND-BY GENERATOR SET FROM THE OVERRIDE OFF TO THE STAND-BY MODE.
 - c. TEMPORARY GENERATOR SHALL CONTINUE SERVING THE 911 ASSOCIATED CIRCUITS.
9. TEMPORARY GENERATOR REMOVAL
 - a. REMOVE TEMPORARY GENERATOR AND ASSOCIATED TEMPORARY WIRING.
 - b. PLACE THE CIRCUIT BREAKER AHEAD FOR THE EXISTING T911 TRANSFORMER TO THE ON POSITION.

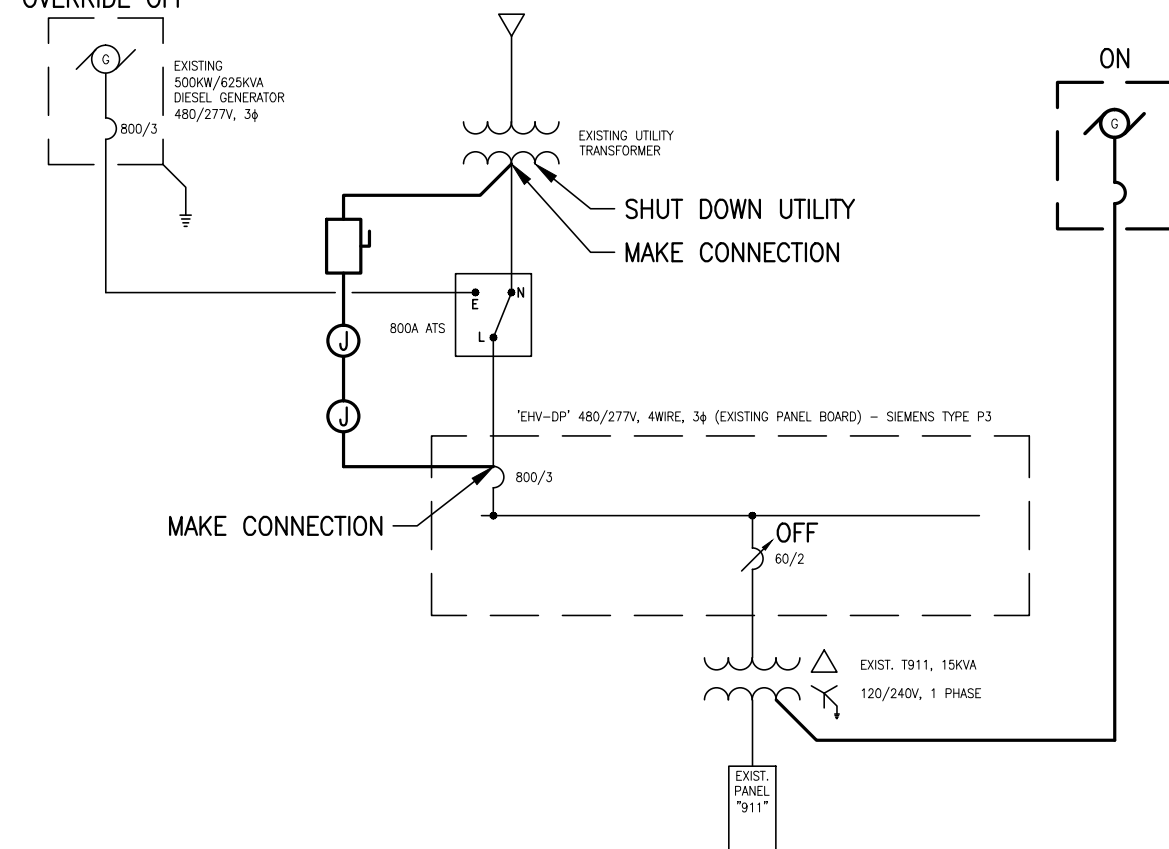
STEP 1



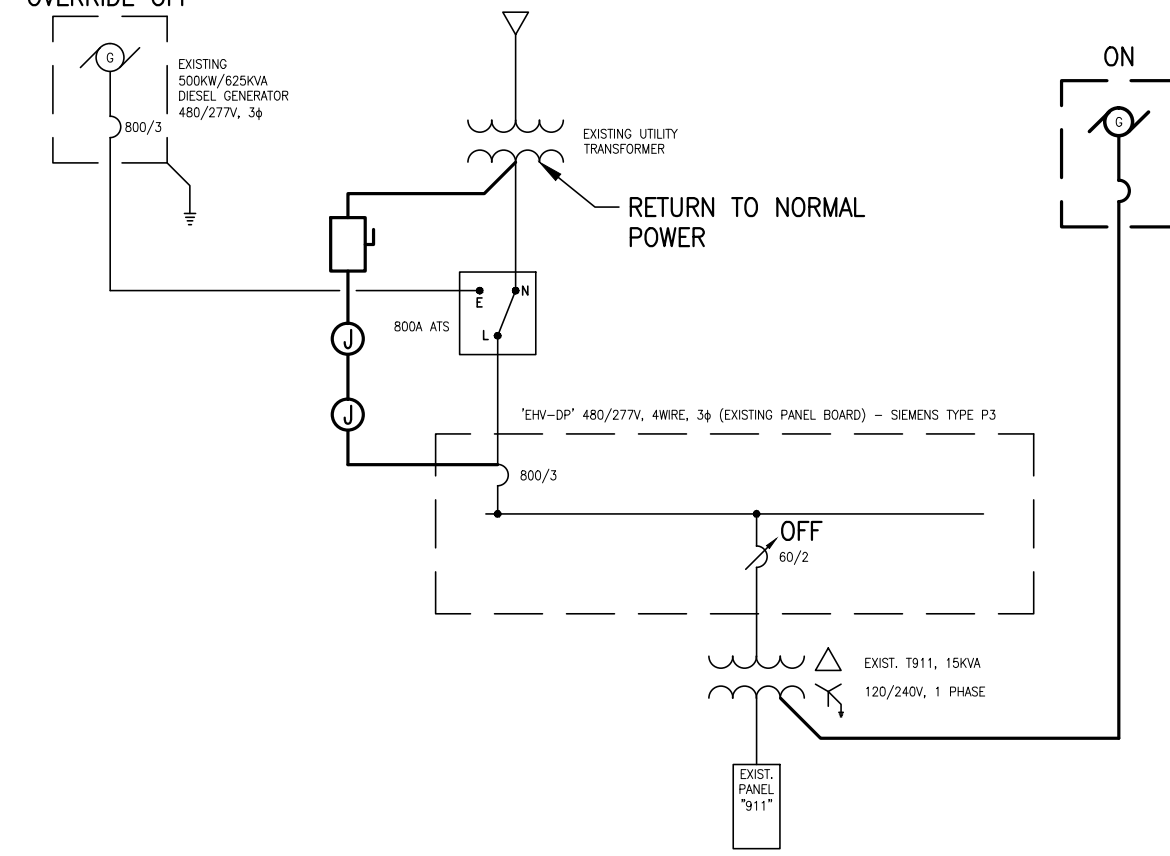
STEP 2



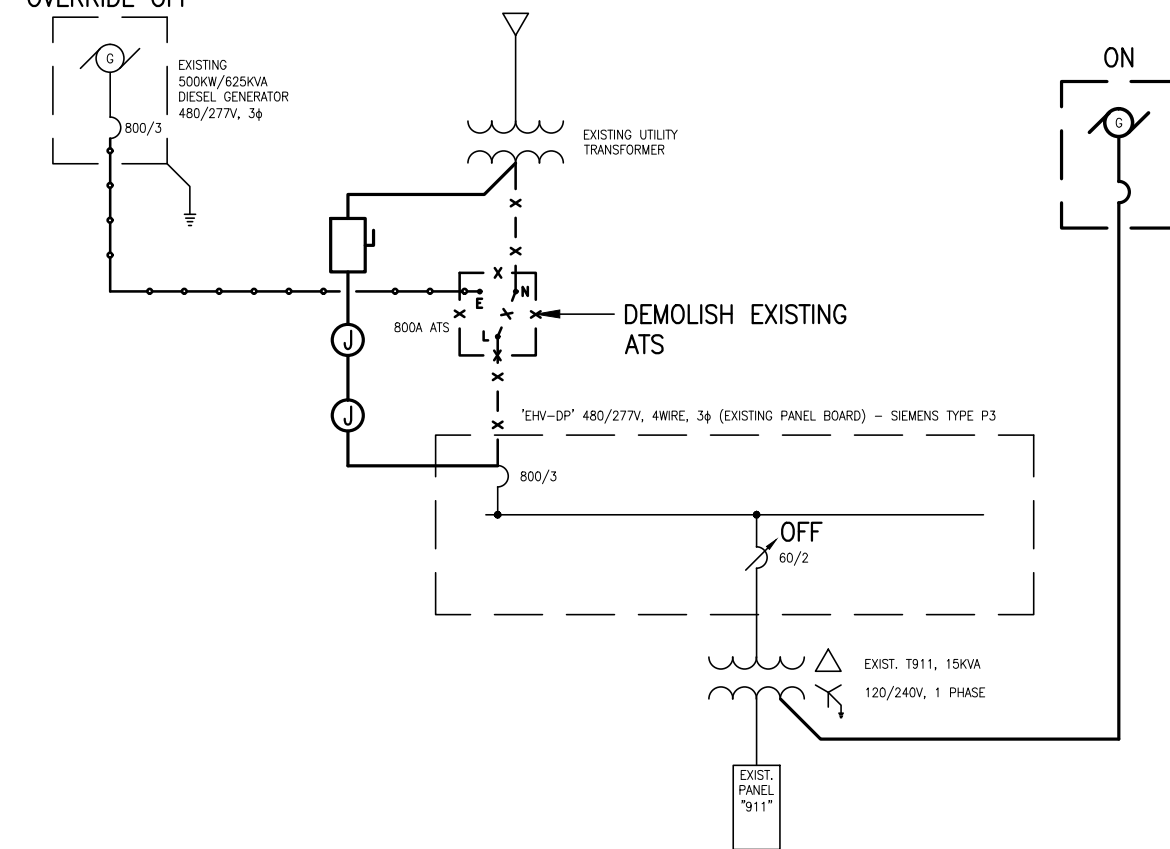
STEP 3



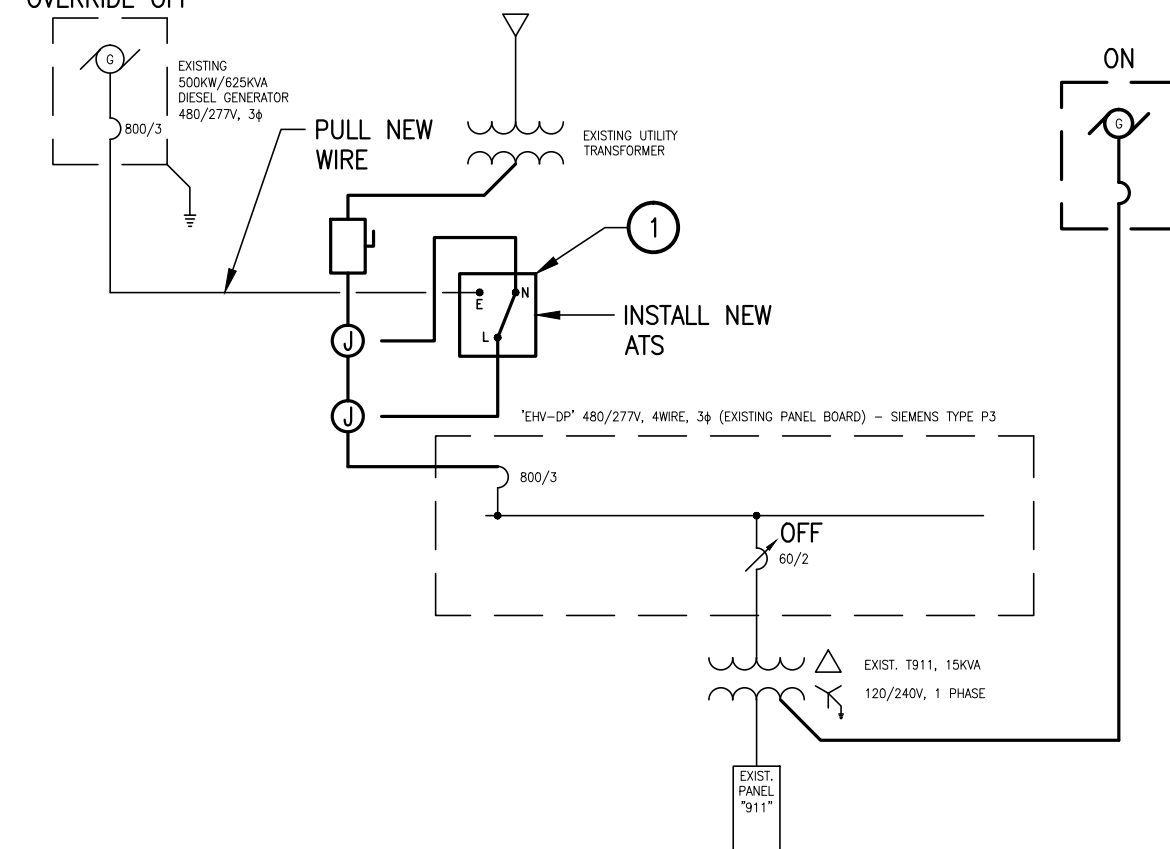
STEP 4



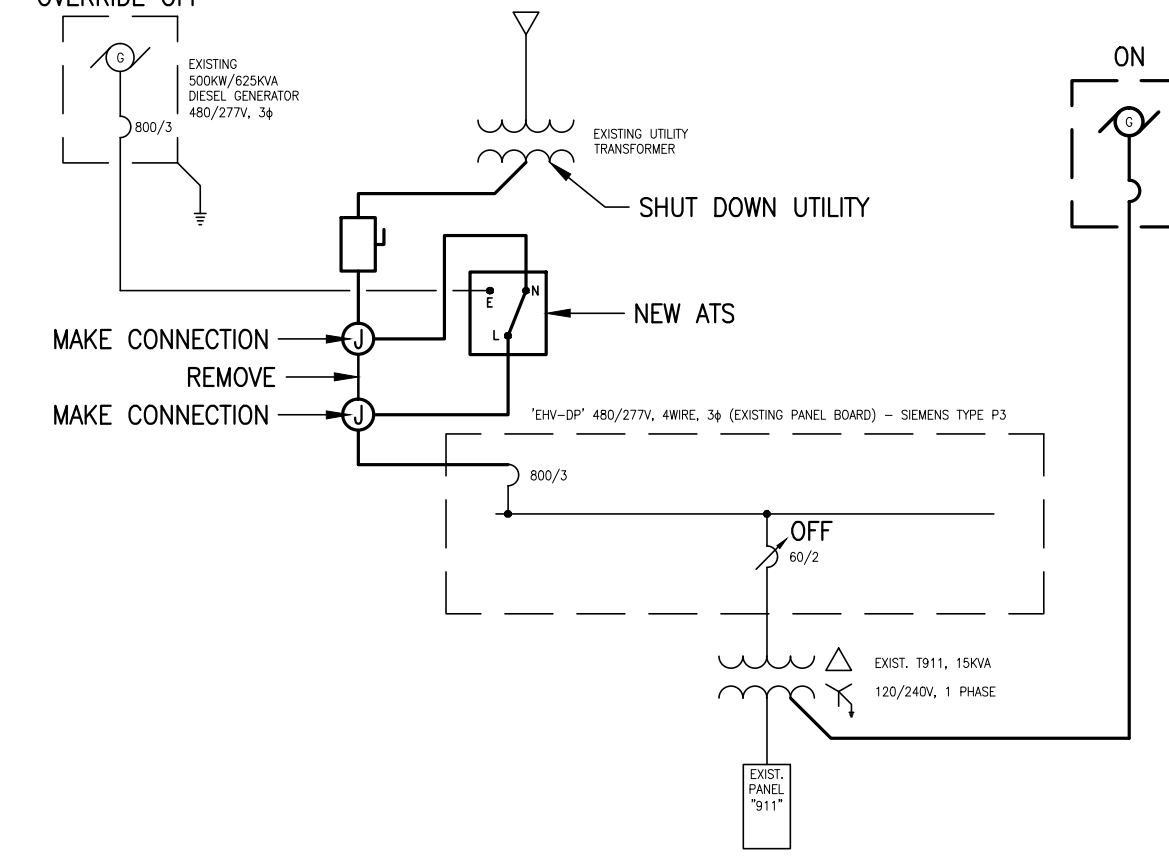
STEP 5



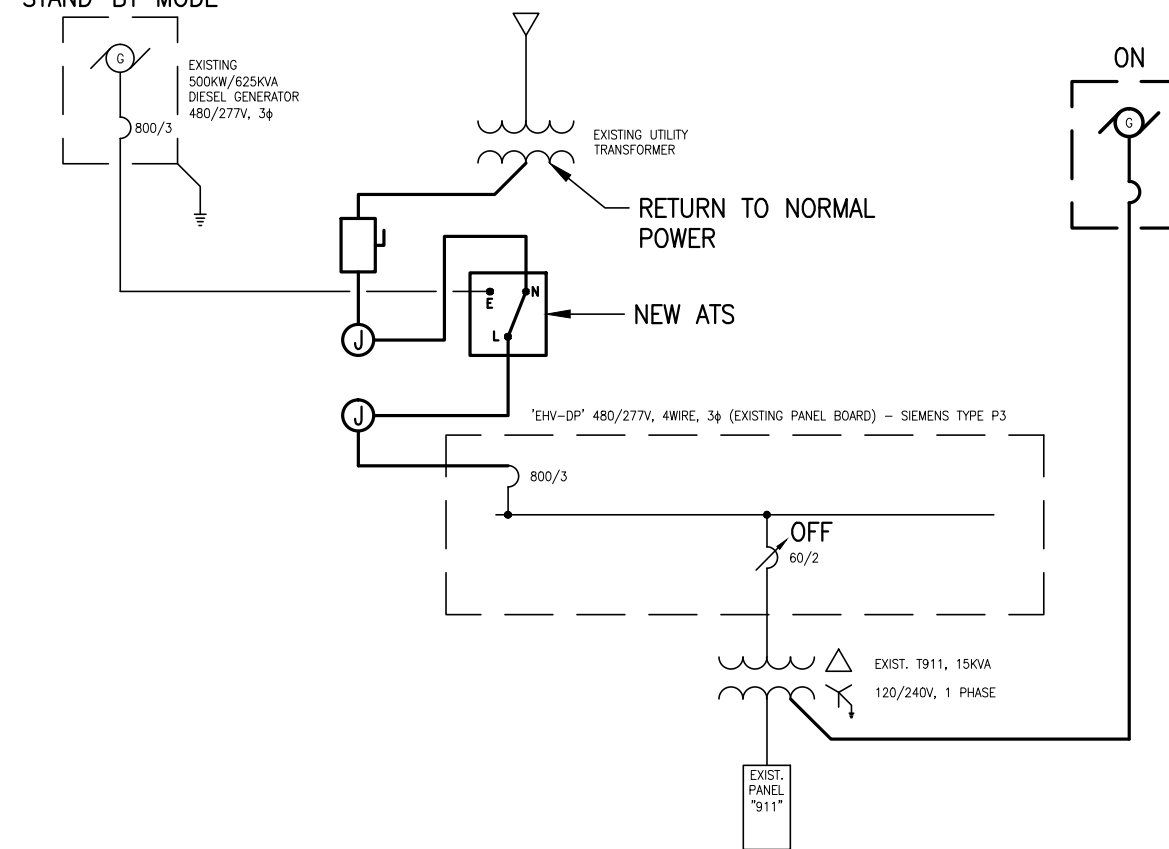
STEP 6



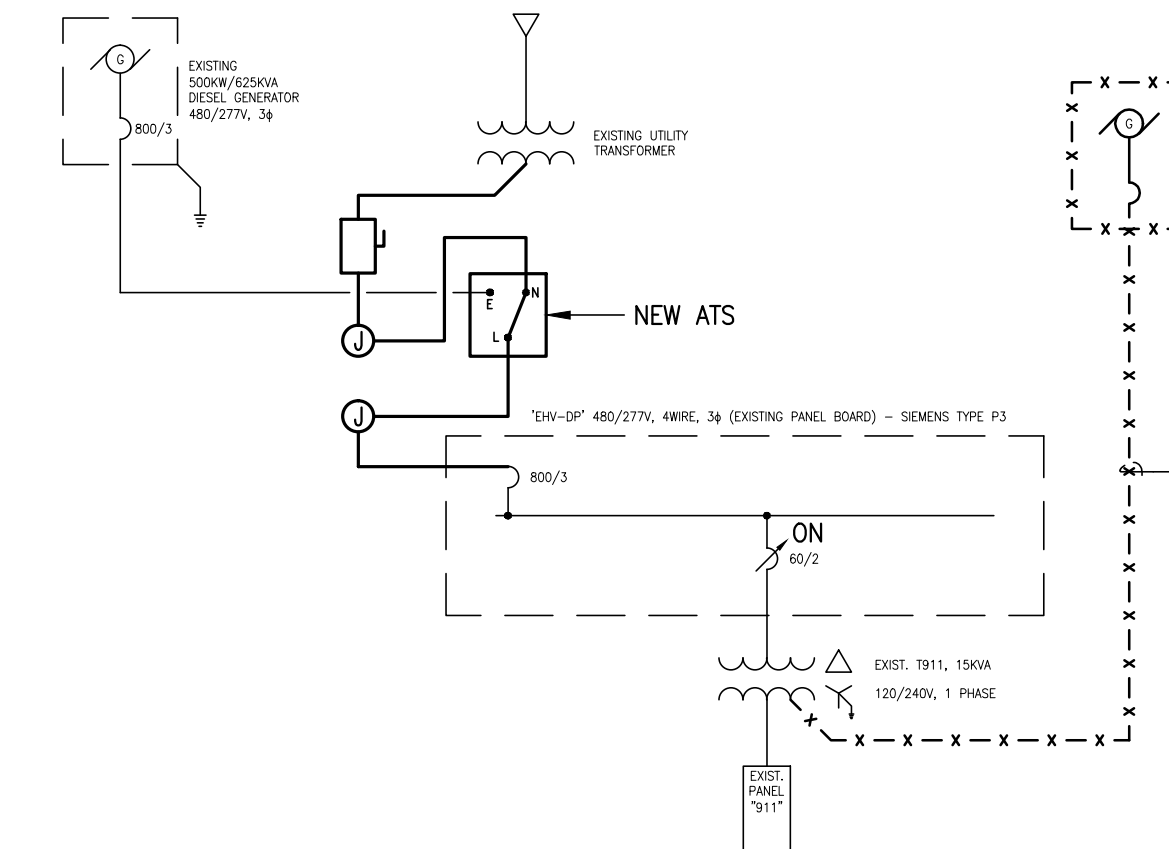
STEP 7



STEP 8



STEP 9



LEGEND:

- EXISTING TO REMAIN
- x - x - x - x - x - EXISTING TO BE DEMOLISHED/REMOVED
- REMOVE EXISTING WIRING
- NEW EQUIPMENT

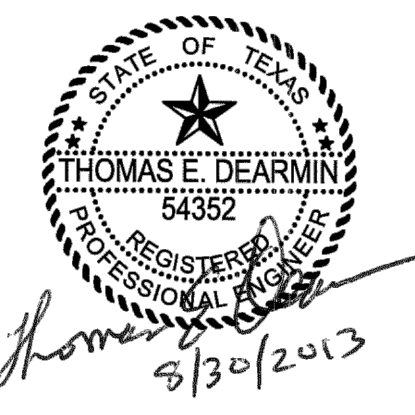
01 ELECTRICAL EXISTING ONE LINE DIAGRAM
 SCALE: NOT TO SCALE

Hidalgo County Sheriff's Office -
 Modifications to Incorporate Motorola
 and 911 Equipment
 Edinburg, Texas



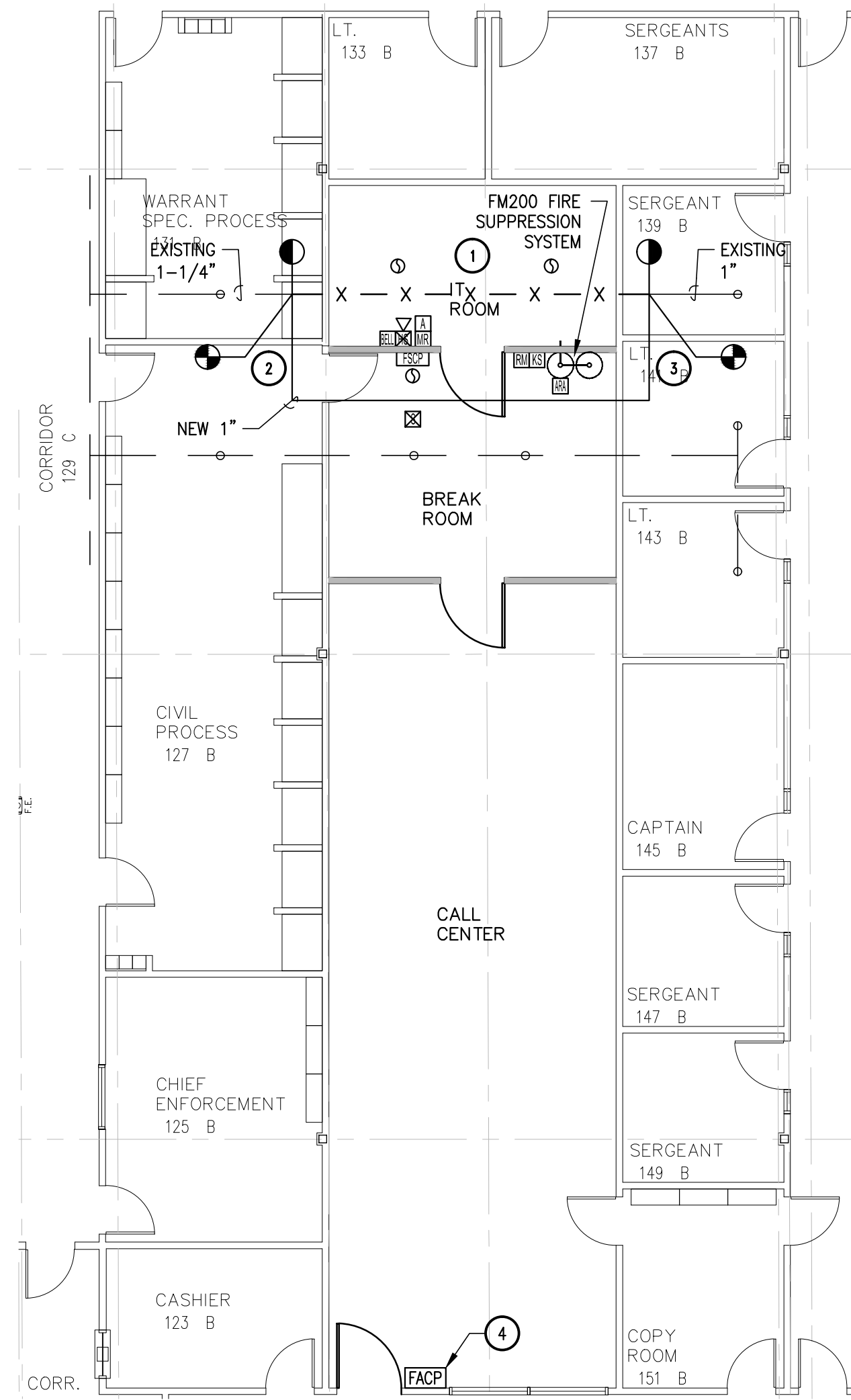
HALFF
 5000 WEST MILITARY, SUITE 100
 FORT WORTH, TEXAS 76106
 TEL: (817) 864-0288
 TWP: 817.864.0312

Revision No.	Date	Description
1	08/30/2013	REVISION #1

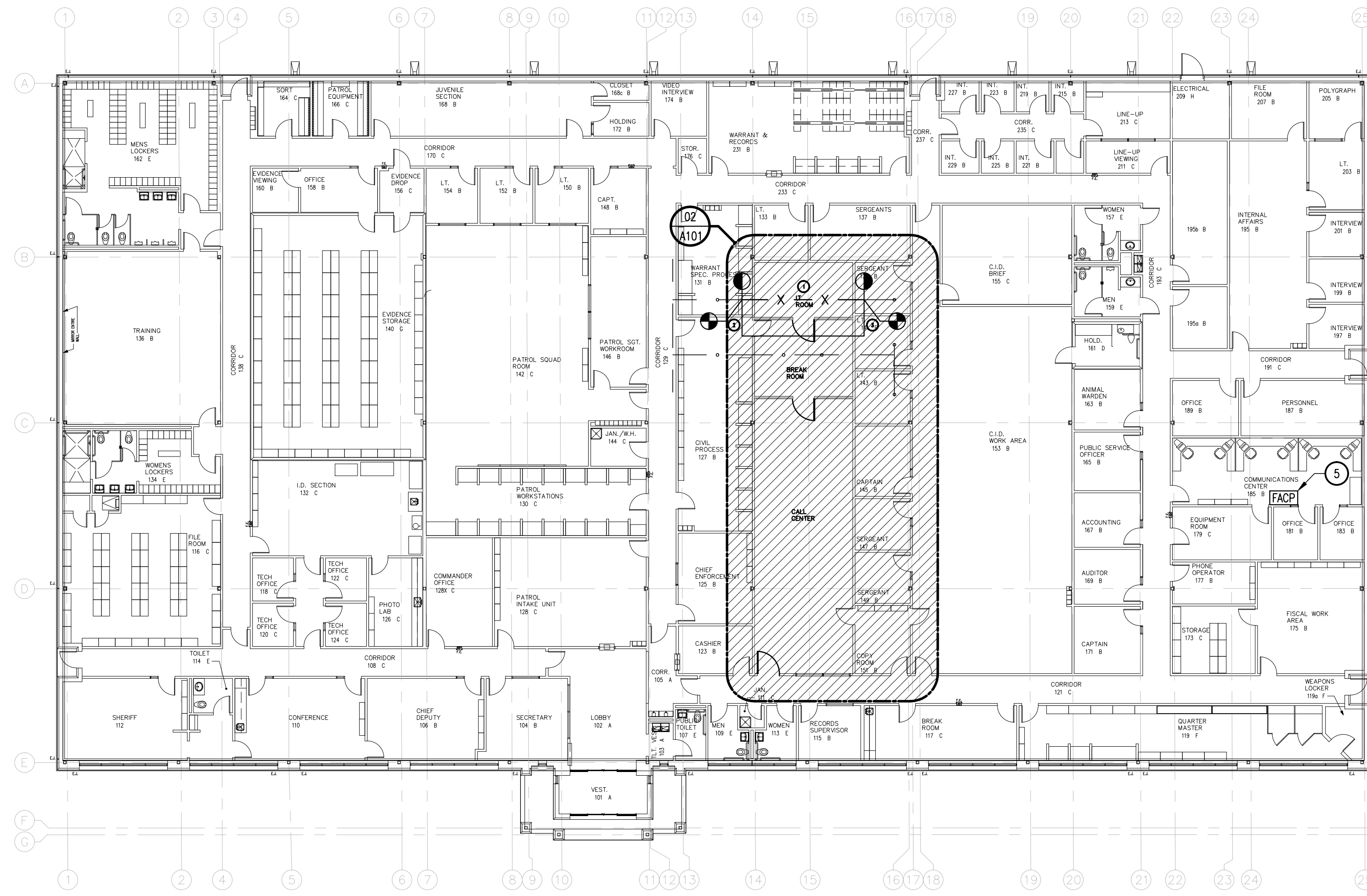


The seal appearing on this document was authorized by THOMAS E. DEARMIN, P.E. 54352 on 8/30/2013. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act. The Record Copy of this drawing is on file at the offices of Halff Associates, Inc., 5000 W. Military Suite 100, McAllen, TX 78503. TBPE FIRM #F-312.

Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	VALUE
Checked By:	VALUE
Scale:	AS NOTED
Sheet Title	SEQUENCE OF ELECTRICAL MAIN SERVICE CONNECTIONS
Sheet Number	EP501



02 ENLARGED FIRE SUPPRESSION PLAN
SCALE: 1/8" = 1'-0"



01 FIRE SPRINKLER OVERALL PLAN
SCALE: 1/16" = 1'-0"

GENERAL IT ROOM FIRE SUPPRESSION NOTES:

1. ALL CEILING TILES SHOULD BE CLIPPED AND OPENINGS CAULKED.
2. ALL WALLS SHOULD BE CAULKED AROUND THE INSIDE PERIMETER OR THE ROOM WHERE THE WALLS REST ON THE FLOOR SLAB AND THE WALLS INTERSECT WITH THE CEILING SLAB ABOVE.
3. PROVIDE A NEW 2'x2' NON-COMBUSTIBLE GYPSUM CEILING TILES, SIMILAR TO GRIDSTONE FIRE-SHIELD.
4. DRYWALL SHOULD BE CAULKED AT JOINTS OF THE WALLS AND FLOOR, AND AT THE ROOF OR FLOOR ABOVE.
5. ANY PENETRATION, INCLUDING ALL CONDUIT, CABLE TRAYS, OUTLETS, SWITCHES AND WIRE TROUGHS MUST BE FIRE CAULKED AND SEALED.
6. PROVIDE FLOOR SEAL AT IT ROOM DOOR.
7. FURNISH AND INSTALL FM200 DRY FIRE SUPPRESSION PER SPECIFICATION SECTION 212200 AND NFPA. FIRE SUPPRESSION SYSTEM SHALL COVER THE ENTIRE I.T. ROOM.

FIRE SPRINKLER NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO RE-ROUTE SPRINKLER LINE AS SHOWN. PROVIDE A FULLY WORKING AND APPROVED AUTOMATIC SPRINKLER SYSTEM IN AREAS REMODELED. CONSTRUCTION SHALL CONFORM WITH ALL THE LATEST REQUIREMENTS OF THE INTERNATIONAL FIRE AND BUILDING CODE, THE LOCAL FIRE DEPARTMENT AND NFPA 13 - STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS. FIELD VERIFY EXISTING MAINS, BRANCH PIPING, HEADS, ETC., PRIOR TO COMMENCEMENT OF WORK TO AVOID CONFLICTS.
2. RE-ROUTING AND INSTALLATION OF FIRE SPRINKLER LINE SHALL BE DONE BY A LICENSED FIRE SPRINKLER CONTRACTOR.
3. THE EXACT ROUTING OF PIPING SHALL BE COORDINATED WITH ARCHITECT. RELOCATED, OR NEW, SPRINKLER HEADS SHALL BE CONNECTED TO THE EXISTING, OR EXTENDED, BRANCH LINES VIA THREADED CONNECTIONS. SADDLE TYPE CLAMP CONNECTIONS ARE NOT ACCEPTABLE.
4. ALL SPRINKLER SYSTEM COMPONENTS SHALL BE OF LISTED AND APPROVED TYPE.
5. ALL HANGER COMPONENTS SHALL BE OF LISTED AND APPROVED TYPE.
6. CONTRACTOR SHALL RUN AND PAY FOR ALL TEST REQUIRED TO ENSURE THAT THE SYSTEM HAS ADEQUATE FLOW AND PRESSURE.
7. CONTRACTOR SHALL BE RESPONSIBLE DURING INSTALLATION AND TEST FOR ANY DAMAGE CAUSED BY LEAKS.

KEY NOTES:

1. REMOVE EXISTING 1-1/4" WET PIPE SPRINKLER PIPE AND SPRINKLER HEADS ABOVE NEW IT ROOM LOCATION.
2. CONNECT NEW 1" WET PIPE SPRINKLER PIPE TO EXISTING 1-1/4" WET PIPE SPRINKLER PIPE AND ROUTE ABOVE BREAK ROOM. PIPE MUST NOT RUN OVER IT ROOM.
3. CONNECT NEW 1" WET PIPE SPRINKLER PIPE TO EXISTING 1" LINE ABOVE SERGEANT - 139 OFFICE.
4. CONNECT CIRCUITS FROM EXISTING FACP TO NEW FACP. MINIMIZE DOWN TIME.
5. APPROXIMATE LOCATION OF EXISTING GAMEWELL FACP.

LEGEND:

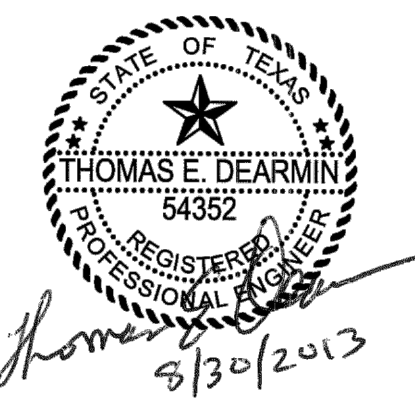
- — — — — EXISTING FIRE SPRINKLER PIPING TO REMAIN
- X - X - X - EXISTING FIRE SPRINKLER PIPING TO BE DEMOLISHED
- — — — — NEW FIRE SPRINKLER PIPING

Hidalgo County Sheriff's Office -
Modifications to Incorporate Motorola
and 911 Equipment
Edinburg, Texas



HALFF
5000 WEST MILITARY, SUITE 100
EDINBURG, TEXAS 78541
TEL: (361) 964-0288
TOLL FREE: (800) 451-2288
TXBPE FIRM #F-312

Revision No.	Date	Description
1	08/30/2013	REVISION #1



The seal appearing on this document was authorized by THOMAS E. DEARMIN, P.E. 54352 on 8/30/2013. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practices Act. The Record Copy of this drawing is on file at the offices of Halff Associates, Inc., 5000 W. Military Suite 100, McAllen, TX 78503. TBPE FIRM #F-312.

Project No.:	29607 (WA01)
Issued:	08 / 30 / 13
Drawn By:	CHAVEZ
Checked By:	T.D.
Scale:	AS NOTED
Sheet Title	FIRE PROTECTION PLAN
Sheet Number	FS101

AI-40535
CC CONSENT

Purchasing Department 8. N.

Meeting Date: 09/11/2013

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of Certificate of Completion for the project Hidalgo County Precinct No. 4 -"Hoehn Subdivision Solar Lights Project -EECBG" (2013-173-MSS) as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

2. Requesting approval for final Payment Application No. 265 in the amount of \$26,796.74 from Facility Solutions Group, awarded contractor for the Hidalgo County Precinct No. 4 "Hoehn Subdivision Solar Lights Project -EECBG project (2013-173-MSS -PO No. 693624) as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-131-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#693624

Amount to be paid from this Account: \$5,880.60

FISCAL YEAR: 2013

ACCT. #: 3-1287-431-00-124-131-3-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 693624

Amount to be paid from this Account: \$20,916,14

Attachments

Certificate of Completion and Payment Application from FSG -Pct4 -Hoehn Subdiv Solar Lights-EECBG

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:29 AM
Budget & Management	Obdett Calzada	09/05/2013 11:53 AM
Manuel Chapa	Manuel Chapa	09/06/2013 02:31 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM

Form Started By: Moises Salazar

Started On: 09/04/2013

Final Approval Date: 09/06/2013



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

RECEIVED BY
COUNTY AUDITOR
2013 SEP 4 PM 2 16

MEMO

DATE: SEPTEMBER 4, 2013
TO: AUDITORS
C/O DEBORAH L. FISCHER, GRANT ACCOUNTING SUPERVISOR
CC: PURCHASING DEPARTMENT
C/O MOISES SALAZAR, BUYER III
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 00407: CONTRACT # BUYBOARD 368-10

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **00407** IN THE AMOUNT OF **\$26,796.74** FOR **FACILITY SOLUTIONS GROUP, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER # **693624**,
ACCOUNTS: **3-1200-431-00-124-131-0-739 \$5,880.60**
2-1287-431-00-124-131-3-739 \$20,916.14

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

MARIA D. LUCIO 
PROGRAM MANAGER

CC: COUNTY FILES
ATTACHMENTS: Inv. #00407
P.O. 693624

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER Hidalgo County Facility Mgmt
Po Box 1356
Edinburg TX, 78539

PROJECT: Hoehn Colonia
Solar Lighting Project

APPLICATION NO: 265

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
FSG Electric
4401 Westgate # 310
Austin, Texas 78745

VIA ARCHITECT:

RECEIVED BY
COUNTY AUDITOR
2013 SEP 4 PM 2 15

PERIOD TO: 08/05/13

PROJECT NOS: 515328

CONTRACT DATE: 06/07/13

RECEIVED
AUG 29 2013

BY: R. Bucio

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	26,796.74
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	26,796.74
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	26,796.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 8/19/13

State of: TEXAS County of: Hidalgo
Subscribed and sworn to before me this 19th day of August 2013
Notary Public: Maya Alba
My Commission expires: 05/07/2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 26,796.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ENGINEER
By: [Signature] Date: 8/28/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Certificate of Substantial Completion

PROJECT: HIDALGO COUNTY PRECINCT NO. 4
HOEHN COLONIA SOLAR LIGHTING PROJECT

PROJECT NUMBER: 368-10

OWNER: HIDALGO COUNTY PRECINCT NO. 4

CONTRACTOR: FACILITY SOLUTIONS GROUP, INC.

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Raul E. Sestin, P.E.
Engineer

By  PE


August 28, 2013
Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by August 28, 2013
Date

Facility Solutions Group, Inc.
Contractor

By 

Aug 28, 2013
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on August 28, 2013.
Date

Hidalgo County Precinct No. 4
Owner

By 

9-14-13
Date

FACILITY SOLUTIONS group

8018 W Expressway 83 Harlingen, TX 78559 - -

Invoice# 00407

Customer No: 740525-0012

Salesrep# 520 Antonio Olivares

Work Address:

Hidalgo County Pct 4 Hoehn Sol
Hoen Colonias

Edinburg, TX 78539

Bill Address:

Hidalgo County Facilities Mgmt
P.O. Box 1356
Attn: Accounts Payable
Edinburg, TX 78539

Invoice Date	Due Date	Terms	Page#
07/30/13	08/29/13	NET 30	1
Called In By		Customer P.O.#	Call Date
		235934	
Work Order #	Signed By	Completed	
Quote	Nte	Job#	
0	0	51J328	

Invoice Description

Job Billing for July

Line Description	Quantity	Price	Extended
10 Original Contract			26,796.74

Sub Total	26,796.74
Sales Tax	0.00
Invoice Total	26,796.74
Balance Due	26,796.74

RECEIVED BY
COUNTY AUDITOR
2013 SEP 4 PM 2 17

RECEIVED
AUG 29 2013
BY: *R. Lucio*

RECEIVED BY
COUNTY AUDITOR
2013 SEP 4 PM 2 15

Remit to: Facility Solutions Group P.O. Box 952143 - Dallas, TX 75395-2143

Please note Invoice# 00407 on return payment to insure accurate application of remittance.

On all sums due, which have not been paid, Customer agrees to pay a calculated service charge of 1.5% per month (not exceeding the highest amount lawfully allowed by contract in this state). If litigation commences to collect payment of amounts due, Customer agrees to pay reasonable attorneys' sums which may be due.



*lighting > electrical > energy
technology > signs*

FACILITY SOLUTIONS GROUP

August 19, 2013

Hidalgo County Pct.4

Reference: Solar lighting/Hoehn Subdivision

Facility Solutions Group is acknowledging that the solar lighting systems and work holds no liens and is free and clear and that the project is 100% complete for the Hoehn Subdivision.

Thank you for the opportunity in working with the County of Hidalgo

Thank you

**Antonio Olivares LEED AP
New Business Development Manager
Facility Solutions Group
956-821-8648 c**

**8018 West Expressway 83, Harlingen TX. 78552 • 956-797-4191
Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157
Austin, Texas 78711, 1-800-803-9202, 512-463-6599; TECL #25589
Website: www.license.state.tx.us/complaints**

Nora D Cavazos

From: Maria Lucio [maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, August 28, 2013 8:22 AM
To: Nora D Cavazos
Cc: Raul Sesin; Gloria Beltran; Roman Rodriguez; Steven Cruz; jao007
Subject: Hoehn Subdivision Solar Lights

Importance: High

Good Morning Nora,

Roman Rodriguez has verified that all solar lights are properly working at Hoehn Subdivision. Should you need anything else please let me know. Thank you, have a great day!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

AI-40416

Purchasing Department 8. O.

CC CONSENT

Meeting Date: 09/11/2013

Submitted By: Dagoberto Rios,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Annette C. Muniz, Chief Deputy, Hidalgo County Clerk's Office is formally requesting the removal of fixed assets in Exhibit A from the Hidalgo County's Inventory List. All supporting documentation is attached.

BACKGROUND

Attachments

AFFIDAVIT

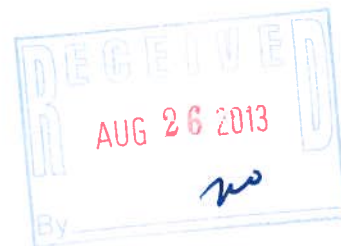
EXHIBIT A

DEPRECIATION SHEET

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:28 AM
Budget & Management	Obdett Calzada	09/05/2013 11:35 AM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Dagoberto Rios		Started On: 08/27/2013 01:19 PM
	Final Approval Date: 09/06/2013	

AFFIDAVIT



State Of Texas |
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Annette C. Muniz , who after being duly sworn, deposes and says:

My name is Annette C. Muniz and I am Chief Deputy at the Hidalgo County Clerk's Office.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

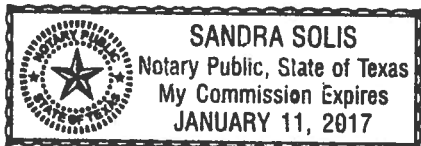
These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Dagoberto Rios and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.


Annette C. Muniz

State of Texas |
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 23rd day of August, 2010.




NOTARY PUBLIC, State of Texas

**HIDALGO COUNTY
COUNTY CLERKS OFFICE
UN-LOCATED**

EXHIBIT "A"

8/27/2013

ASSET #	DESCRIPTION	DATE AQU	SERIAL NUMBER	PO	COST
18776	1 WATSON - 7-UNIT	5/12/1975		2529F	\$ 1,625.82
22525	1 OKIDATA 393 PLUS	10/23/1990	006A0018988	38716	\$ 1,375.00
26488	1 REFER TO LIST MISC	9/28/1993		73257	\$ 15,913.32
28601	1 MICROFILE MACHINE	1/24/1995	969	DNTN	\$ 5,100.00
34167	1 ADVOCATE V-4 CH CRT REC PTTG	12/28/1999		288025	\$ 2,639.33
34392	1 INTEL PENT III-52X 500 MHZ GEN OFF	2/14/2000		295143	\$ 1,239.00
35719	1 30 E CPU-30 LINE	1/30/2001		310624	\$ 3,196.35
35720	1 120 BLF/DSS CPU	1/30/2001		310624	\$ 3,790.35
37150	1 CISCO 2610 ROUTER	10/16/2001	JMX0509K0TY		\$ 1,475.00
37902	1 DELL I8100 PENTIUM III 1.13GZH	3/26/2002	PC5X911	352272	\$ 2,740.00
38376	1 DIMENSION 4500 INTEL PENT 4	8/30/2002	F28RR11	362065	\$ 1,701.00
39249	1 2 Tier Cart	12/17/2002			\$ 264.00
40992	1 EXPECTATIONS TABLE W/RT AND LT RETURN	7/31/2003		513178	\$ 1,258.17
41026	1 MINUTES MINDER WORKSTATION	7/22/2003			\$ 2,495.00
41709	1 DIMENSION 8300 INTEL 3.2GHZ W/17" FPD	12/23/2003		524915	\$ 2,366.17
41710	1 DIMENSION 8300 INTEL 3.2GHZ W/17" FDP	12/23/2003		524915	\$ 2,366.17
42826	1 DELL POWEREDGE 700, 3.4 GHZ CACHE COMP S	10/12/2004		539946	\$ 4,099.10
42829	1 BARCODE TRACKING LICENSE FOR CC	12/7/2004		542423	\$ 5,500.00
43424	1 DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	3/31/2005		548440	\$ 24,677.62
43429	1 HP LASERJET 4200N PRINTER	3/31/2005		548440	\$ 1,750.94
43435	1 DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	3/31/2005		548440	\$ 2,537.57
43438	1 DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	3/31/2005		548440	\$ 2,537.57
43441	1 DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	3/31/2005		548440	\$ 2,537.57
43445	1 EXCEL MERIDIAN DATANAS	3/31/2005	TTDNXP4U85128250BT	548440	\$ 17,821.36
43534	1 PVC RECTANGULAR WRKSURFACE W/FABRIC PANE	7/12/2005		549059	\$ 1,382.18

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios

Requested By: N/A

Date: 8/27/2013

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
18776	WATSON -7 - UNIT	\$1,625.82	5/12/1975	1975	2013	7	38	\$162.58	\$1,463.24	\$209.03	\$7,943.29	\$0.00
22525	OKIDATA 393 PLUS	\$1,375.00	10/23/1990	1990	2013	7	23	\$137.50	\$1,237.50	\$176.79	\$4,066.07	\$0.00
26488	REFER TO LIST	\$15,913.32	9/28/1993	1993	2013	6	20	\$1,591.33	\$14,321.99	\$2,387.00	\$47,739.96	\$0.00
28601	MICROFILE MACHINE	\$5,100.00	1/24/1995	1995	2013	7	18	\$510.00	\$4,590.00	\$655.71	\$11,802.86	\$0.00
34167	ADVOCATE V-4 CH CRT REC PTTG	\$2,639.33	12/28/1999	1999	2013	7	14	\$263.93	\$2,375.40	\$339.34	\$4,750.79	\$0.00
34392	INTEL PENT III-52X 500MHZ	\$1,239.00	2/14/2000	2000	2013	6	13	\$123.90	\$1,115.10	\$185.85	\$2,416.05	\$0.00
35719	30 E CPU-30 LINE	\$3,196.35	1/30/2001	2001	2013	6	12	\$319.64	\$2,876.72	\$479.45	\$5,753.43	\$0.00
35720	120 BLF/DSS CPU	\$3,790.35	1/30/2001	2001	2013	6	12	\$379.04	\$3,411.32	\$568.55	\$6,822.63	\$0.00
37150	CISCO 2610 ROUTER	\$1,475.00	10/16/2001	2001	2013	6	12	\$147.50	\$1,327.50	\$221.25	\$2,655.00	\$0.00
37902	DELL 8100 PENTIUM III 1.13GHZ	\$2,740.00	3/26/2002	2002	2013	6	11	\$274.00	\$2,466.00	\$411.00	\$4,521.00	\$0.00
38376	DEMENSION 4500 INTEL PENT 4	\$1,701.00	8/30/2002	2002	2013	6	11	\$170.10	\$1,530.90	\$255.15	\$2,806.65	\$0.00
39249	2 TIER CART	\$264.00	12/17/2002	2002	2013	7	11	\$26.40	\$237.60	\$33.94	\$373.37	\$0.00
40992	EXPECTATIONS TABLE W/RT AND LT RETURN	\$1,258.17	7/31/2003	2003	2013	7	10	\$125.82	\$1,132.35	\$161.76	\$1,617.65	\$0.00
41026	MINUTES MINDER WORKSTATION	\$2,495.00	7/22/2003	2003	2013	6	10	\$249.50	\$2,245.50	\$374.25	\$3,742.50	\$0.00
41709	DIMENSION 8300 INTEL 3.2GHZ W/17" FPD	\$2,366.17	12/23/2003	2003	2013	6	10	\$236.62	\$2,129.55	\$354.93	\$3,549.26	\$0.00
41710	DIMENSION 8300 INTEL 3.2GHZ W/17" FPD	\$2,366.17	12/23/2003	2003	2013	6	10	\$236.62	\$2,129.55	\$354.93	\$3,549.26	\$0.00
42826	DELL PWEREDGE 700, 3.4GHZ CACHE COMP S	\$4,099.10	10/12/2004	2004	2013	6	9	\$409.91	\$3,689.19	\$614.87	\$5,533.79	\$0.00
42829	BARCODE TRACKING LICENSE FOR CC	\$5,500.00	12/7/2004	2004	2013	6	9	\$550.00	\$4,950.00	\$825.00	\$7,425.00	\$0.00
43424	DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	\$24,677.62	3/31/2005	2005	2013	6	8	\$2,467.76	\$22,209.86	\$3,701.64	\$29,613.14	\$0.00
43429	HP LASERJET 4200N PRINTER	\$1,750.94	3/31/2005	2005	2013	7	8	\$175.09	\$1,575.85	\$225.12	\$1,800.97	\$0.00
43435	DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	\$2,537.57	3/31/2005	2005	2013	6	8	\$253.76	\$2,283.81	\$380.64	\$3,045.08	\$0.00
43438	DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	\$2,537.57	3/31/2005	2005	2013	6	8	\$253.76	\$2,283.81	\$380.64	\$3,045.08	\$0.00
43441	DELL PENTIUM IV W/2.8GHZ, 19" LCD FLAT P	\$2,537.57	3/31/2005	2005	2013	6	8	\$253.76	\$2,283.81	\$380.64	\$3,045.08	\$0.00
43445	EXCEL MERIDIAN DATANAS	\$17,821.36	3/31/2005	2005	2013	6	8	\$1,782.14	\$16,039.22	\$2,673.20	\$21,385.63	\$0.00
43534	PVC RECTANGULAR WORKSURFACE W/FABRIC	\$1,382.18	7/21/2005	2005	2013	7	8	\$138.22	\$1,243.96	\$177.71	\$1,421.67	\$0.00

AI-40187

Purchasing Department 8. P.

CC CONSENT

Meeting Date: 09/11/2013

Submitted For: Martha Salazar

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities) - "Punched & Drawn Biaxial Geogrid Reinforcement Material"- RFB No.: 2013-254-00-00-SGS. Including the re-advertising of project in the event No Bid responses are received and / or rejected and project is still required.

BACKGROUND

1. New Contract will commence upon approval of Commissioner's Court.
2. Proposed schedule of events:
 - 1st advertisement: September 14, 2013
 - 2nd advertisement: September 21, 2013
 - Bid Opening date: October 02, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-006-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Precinct 2 - \$ 34,119.22 as of 08/27/13
Various funding sources, depending of project.
On an as needed basis.

Attachments

Legal approval & draft agreement

Procurement Packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/05/2013 09:30 AM
Budget & Management	Obdett Calzada	09/06/2013 10:46 AM
Manuel Chapa	Manuel Chapa	09/06/2013 04:21 PM
Auditor's Office	Monica Badillo	09/06/2013 05:23 PM
Form Started By: Sandy Suarez		Started On: 08/13/2013 04:55 PM
Final Approval Date: 09/06/2013		

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, August 28, 2013 7:19:58 AM
Subject: RE: Corrected Specs & Memo for "Punched & Drawn Biaxial Geogrid Reinforcement Material" Draft request

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, August 27, 2013 4:38 PM
To: Steve Crain
Subject: Re: Corrected Specs & Memo for "Punched & Drawn Biaxial Geogrid Reinforcement Material" Draft request

Mr. Crain:

Corrections have been made, can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL

REQUIREMENTS AGREEMENT
C-13-254-00-00

THIS AGREEMENT (the "Agreement") is entered into as of ___ day of ___, 2013 by and between **VENDOR'S NAME**, a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **“Punched & Drawn Biaxial Geogrid Reinforcement Material”**, as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **“Punched & Drawn Biaxial Geogrid Reinforcement Material”** in the areas of Hidalgo County projects for a period of two years from _____ to _____ and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 Buyer and Seller, and not otherwise.

d. **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.

e. **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 at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: VENDOR'S NAME

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 mail.

f. **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.

g. **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.

- h. **Assignment.** This Agreement shall not be assignable.
- i. **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.
- j. **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
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By _____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

BID PAGE

DRAFT

EXHIBIT “C”

**CERTIFICATE OF
INSURANCE**

DRAFT



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul Sesin, PE, CFM Planning Adm.
 Hidalgo County Planning Department

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: August 27, 2013

Re: Approval or Disapproval of Specifications for: Hidalgo County-(all funding sources, programs & entities)
 Request for Bids No: 2013-254-00-00-SGS - "Punched & Drawn ~~Dimple~~ *Braxial* Geo grid Reinforcement Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.


APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-122-006-0-673

Acct # varies depending on project

	PAUL E. SESIN	PLANNING	8/29/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us As soon as possible in order to place on the next proposed Commissioner's Court meeting, September 10, 2013.

Enclosures

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched and Drawn Biaxial Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "as needed basis", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS/REQUIREMENTS:

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material.

A. General Requirements:

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

B. Physical Requirements:

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

Table 1

STRUCTURAL GEOGRID PROPERTIES

Index Properties	Test Method	Values	
		MD	XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

Structural Integrity	Test Method	Values
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

Durability	Test Method	Values
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product samples-two(2), and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.
4. Recommended guidelines on the installation of the product provided by the manufacture and any additional information to assist the County in fully evaluating the alternate product.

REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:

- Unit price, to be square yards.
- A qualified experienced representative from the geogrid manufacturer must be available on an **"As Needed Basis"** and visit each site at least once during the course of construction and/or installation of the product.
- The Geogrid shall be packaged in rolls with lengths between 150 feet and 250 feet. The Geogrid shall be packaged in rolls with widths of wide rolls that are between 12 to 15 feet and widths of narrow rolls that are between 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geogrid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include two (2) samples** of the geogrid approximately 4 inches by 7 inches or larger.
- Include Geogrid product data sheet and certification from the manufacturer.
- Any damage or defective Geogrid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.
- Replacement of damaged area shall consist of adding over the affected area a minimum 3 ft² layer on top of the existing geogrid that overlaps the existing geogrid a minimum of 1 ft in all directions.
- Proposed bidder shall provide all equipment, supplies, material, and labor necessary in getting the product safely to its final destination at County Precincts.
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County as specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in blue ink or typewritten.**

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

TERM AND CONDITIONS:

1. The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires,
 - (b) Delivery and acceptance of products and/or performance of service ordered,
 - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
7. All cost 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.
8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.
11. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or complying with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.
12. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

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

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, Month 00, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, Month 00, 2013, no later than 5:00 P.M.

EXHIBIT "B"
Hidalgo County
 (all funding sources, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"
RFB No.: 2013-254-00-00-SGS

BID PAGE

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

PUNCHED AND DRAWN GEOGRID

Product Description:	Unit Price:	
Punched & Drawn Biaxial Geogrid Equivalent to or better	Per Square YD	\$ _____

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

(Must be submitted with Bid Packet)

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

“Punched & Drawn Biaxial Geogrid Reinforcement Material”

**BID OPENING DATE:
Month 00, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626



LEGAL NOTICE

BID NO: 2013-254-00-00-SGS

1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities) - “PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL”** 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: **"RFB-2013-254-00-00-SGS - HIDALGO COUNTY (All Funding Sources, Programs & Entities) - “PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL”**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 9:30 a.m., WEDNESDAY, MONTH 00, 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 RFB-2013-254-00-00-SGS -“PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL” -HIDALGO COUNTY.** 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 of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, Purchasing Agent
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY - PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	<u>MONTH 00, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government

Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided 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 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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
“PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL”
BID NO.: 2013-254-00-00-SGS

To: 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

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: _____



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Mr. Raul Sesin, PE, CFM Planning Adm.
 Hidalgo County Planning Department

From: Sandra Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: August 14, 2013

Re: Approval or Disapproval of Specifications for: Hidalgo County-(all funding sources, programs & entities)
 Request for Bids No: 2013-254-00-00-SGS - "Punched & Drawn ~~Bi~~axial Geo-grid Reinforcement Material"

BIAXIAL

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS ✓	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-122-006-0-673

Acct # varies depending on project working on at the time.

PLEASE FOLLOW RED LINE COMMENTS AND RE-SUBMIT TO US FOR FINAL APPROVAL

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
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08/20/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than August 19, 2013 @ 2:00 p.m. in order to place on the next proposed Commissioner's Court meeting, September 03, 2013.

Enclosures

** PLEASE MAKE SURE THAT GEOGRID IS ONE WORD THROUGHOUT THE ENTIRE DOCUMENT.*

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn ~~Biaxle~~ Geogrid Reinforcement Material"
RFB No. : 2013-254-00-00-SGS

SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched and Drawn Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "as needed basis", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS/REQUIREMENTS:

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material.

A. General Requirements:

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

B. Physical Requirements:

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

Exhibit "A"
Hidalgo County
 (all funding source, programs & entities)
"Punched & Drawn Biaxle Geogrid Reinforcement Material"

Biaxial RFB No. : 2013-254-00-00-SGS

Table 1

STRUCTURAL GEOGRID PROPERTIES

WE WANT THIS IN A TABLE FORMAT. WE WANT TO SEE THE LINES.

Properties	Test Method	Values	
		MD	XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5 in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft
Structural Integrity			
	Test Method	Values	
Junction Efficiency	ASTM D7737/GRI-GG2	93%	
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm	
Aperture Stability	GRI-GG9	0.65 m-N/deg	
Durability			
	Test Method	Values	
Minimum Resistance to Installation	ASTM D5818 (Sample)	95%SC / 93%SW /	
Damage	ASTM D6637 (Load Cap)	90%GP	
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%	
Resistance to UV Degradation	ASTM D4355 / D6637	100%	

Table

SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product sample, and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxle Geogrid Reinforcement Material"

Biaxial RFB No. : 2013-254-00-00-SGS

4. Recommended guidelines on the installation of the product provided by the manufacture and any additional information to assist the County in fully evaluating the alternate product.

REQUIREMENTS FOR PUNCHED AND DRAWN GEO GRID:

- Unit price, to be square yards.
- A qualified experienced representative from the geo grid manufacturer must be available on an "As Needed Basis" and visit each site at least once during the course of construction and/or installation of the product.
- The Geo grid shall be packaged in rolls with lengths between 150 feet and 250 feet. The Geo grid shall be packaged in rolls with widths of wide rolls that are between 12 to 15 feet and widths of narrow rolls that are between 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geo grid from damage due to ~~ultraviolet~~ *ultraviolet* light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include a sample** of the geo-grid approximately 4 inches by 7 inches or larger.
- Include Geo grid product data sheet and certification from the manufacturer.
- Any damage or defective Geo grid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.
- Replacement of damaged area shall consist of adding over the affected area a minimum 3 ft² layer on top of the existing geogrid that overlaps the existing geo-grid a minimum of 1 ft in all directions.
- Proposed bidder shall provide all equipment, supplies, material, and labor necessary in getting the product safely to its final destination at County Precincts.
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County as specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in blue ink or typewritten.**

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxle-Geogrid Reinforcement Material"
Biaxial RFB No. : 2013-254-00-00-SGS

TERM AND CONDITIONS:

1. The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires,
 - (b) Delivery and acceptance of products and/or performance of service ordered,
 - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
7. All cost 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.
8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.
9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxle-Geogrid Reinforcement Material"
Biaxial RFB No. : 2013-254-00-00-SGS

10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.
11. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or complying with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.
12. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

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

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn ~~Biaxle~~-Geogrid Reinforcement Material"
Biaxial RFB No. : 2013-254-00-00-SGS

such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating

Exhibit "A"
Hidalgo County
(all funding source, programs & entities)
"Punched & Drawn Biaxle Geogrid Reinforcement Material"
Biaxle RFB No. : 2013-254-00-00-SGS

directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, Month 00, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, Month 00, 2013, no later than 5:00 P.M.

EXHIBIT "B"
Hidalgo County
 (all funding sources, programs & entities)
"Punched & Drawn Biaxle-Geogrid Reinforcement Materials"

Biaxial RFB No.: 2013-254-00-00-SGS

BID PAGE

Biaxial
 Unit price for Punched & Drawn ~~Biaxle~~ Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

PUNCHED AND DRAWN GEOGRID

Product Description:	Unit Price:	
Punch & Drawn Biaxle-Geogrid- <i>Punched & Drawn Biaxial Geogrid</i> Equivalent to or better	Per Square YD	\$ _____

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

(Must be submitted with Bid Packet)